

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-11

Urgent Routine

AGENDA DATE July 1, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreements for Construction Management Services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) and the County Funded Project Three (Intake, Release, Transportation) to URS Corporation Americas as a Result of the Board of Supervisors approved Request for Proposal Process and Related Actions

STAFF RECOMMENDATIONS:

1. Approve an Agreement for Construction Management services for the State-funded AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) with URS Corporation Americas for an amount not to exceed \$2,374,258.
2. Approve an Agreement for Construction Management services for the County funded Project Three (Intake, Release, Transportation) with URS Corporation Americas for an amount not to exceed \$669,662.

(Continued on Page 2)

FISCAL IMPACT:

On June 18, 2013, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for Construction Management Services to assist the County in managing the major Public Safety Center Construction projects. As a result of the Board of Supervisors approved RFP process, it is recommended that URS Corporation Americas be selected for field construction management for these extensive and complex construction projects.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-350

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Agreements for Construction Management Services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) and the County Funded Project Three (Intake, Release, Transportation) to URS Corporation Americas as a Result of the Board of Supervisors approved Request for Proposal Process and Related Actions

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STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Project Manager to issue a Notice to Proceed contingent upon the submission of proper insurance.
4. Authorize the Project Manager to execute work orders for Additional Services provided such work orders are within existing approved budgets for Capital Projects.

FISCAL IMPACT: (Continued)

On June 17, 2014, the Board of Supervisors approved the construction awards for the design-build construction at the Public Safety Center site for the AB 900 Phase II Public Safety Center Jail Expansion Projects for Project One (Maximum-Security Units/Mental Health Units), Project Two (Day Reporting Center), and Project Three (Intake, Release, Transportation). Projects One and Three were awarded to Hensel Phelps. The construction only budget for Project One is \$64,943,000; and the County funded Project Three had an approved construction budget of \$17,749,000. The construction only budget for Project Two, Day Reporting Center, awarded earlier to Similie Construction of Modesto, California was \$3,777,000.

Construction Management services is an integral part of any capital project, and the Construction Manager (CM) serves a pivotal role. Typical tasks completed by the CM include but are not limited to:

- Construction contract administration and management;
- Scheduling, resource allocation and cost analysis of construction projects;
- Report any safety-related site conditions observed to the Design-Build Contractor and Owner;
- Coordinate electronic submittal reviews;
- Project scheduling oversight (recommendations for approval and acceptance);
- Project site mitigation measures, budgeting, including review payment requests and change orders;
- Estimating validation and negotiation (change orders, scope changes);
- Meeting coordination;
- Maintenance of project documents; and
- Coordination of project closeout activities.

Given the scope and scale of these significant public safety projects that will be constructed at the Public Safety Center, consistent with prior Board of Supervisors approval, staff recommends the County engage a firm to provide professional construction management services on behalf of the County that will ensure the project is delivered on time, on budget, and with the highest quality of construction.

Approval of Agreements for Construction Management Services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) and the County Funded Project Three (Intake, Release, Transportation) to URS Corporation Americas as a Result of the Board of Supervisors approved Request for Proposal Process and Related Actions

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At this time, staff recommends Board approval of an Agreement for construction management services for the State-funded AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Health Units) with URS Corporation Americas for an amount not to exceed of \$2,374,258, within the previously approved project budget. The Agreement for professional construction management services represents approximately 3.7% of the total construction budget, well within industry standards for these services which typically range from 3% to 5% on similar projects.

Additionally, staff recommends the Board of Supervisors approve a separate Agreement for construction management services for the County-Funded Project Three (Intake, Release, Transportation) with URS Corporation Americas for an amount not to exceed of \$669,662, within the previously approved project budget. This Agreement represents 3.8% of the total construction budget, again well within industry standards, particularly for a project of this size.

The Board of Supervisors and State of California approved Project Budget includes full funding for CM services for both Projects One and Three. The construction management costs are recognized in-kind County match. Now that these projects are entering the construction phase, field CM services are needed for the successful delivery of these projects.

The details are further described below in this agenda report.

DISCUSSION:

Stanislaus County has a history of delivering capital projects focused on cost, schedule and quality. From the late 1980's to the present, Stanislaus County has delivered significant capital efforts including, but not limited to the original Stanislaus County Public Safety Center, the Behavioral Health Center on Claus Road; the PHF facility, the Agricultural Center; the Gallo Center for the Arts, the 12th Street Office Building and Parking Garage, the 10th Street Place City-County Administration Center, the SB-81 Juvenile Commitment Center, the Thomas W. Mayfield Regional Animal Services Facility, and the Empire Regional Water Safety Center and various re-use and remodel projects. Over the years the County has used both Construction Management firms as well as individual construction management individuals through personal services contracts. Given the scope of the AB 900 Phase II Jail Expansion Projects and the available resources to manage these projects and others underway, the Project Manager is recommending to contract with an outside firm for construction management (CM) services for the significant public safety center expansion projects One and Three. The Day Reporting Center Project Two will be handled by existing construction management staff.

Approval of Agreements for Construction Management Services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) and the County Funded Project Three (Intake, Release, Transportation) to URS Corporation Americas as a Result of the Board of Supervisors approved Request for Proposal Process and Related Actions

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The County is seeking a CM with a proven track record of success in assisting in delivering services focused on cost, schedule and quality. The selected CM will assist the County at the field level in the delivery of the Public Safety Center Expansion Projects One and Three with approximately 135,200 square feet (sf) of housing, treatment, and program space on approximately 9 acres of the greater 127± acres of County-owned land on which the County's existing Public Safety Center is located. Projects One and Three will include two new buildings constructed primarily of steel and concrete for security and long-term durability. Project One will be a jail expansion, approximately 101,600 sf, that includes two maximum security adult detention housing units, one medical/mental health housing unit, a health services unit, a security administration (control) center, and all necessary circulation and common space. Project Three will be an intake, release, and transportation center, approximately 33,600 sf. Both of these facilities will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation; and staff support space.

The selected CM shall have demonstrated experience in the following:

- Experience with construction contract administration and management;
- Knowledge of related California public works contract codes and contract laws working in an integrated environment;
- Experience with Design-Build projects;
- Experience with design and construction of detention facilities, with strong preference given for projects in California and with the State's AB 900 Program; and
- Experience in scheduling, resource allocation and cost analysis of construction projects.

Proposal Background

On June 18, 2013, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for Construction Management Services to assist the County in managing this extensive and complex effort of constructing significant new jail facilities at the Public Safety Center. On February 14, 2014, staff issued the RFP for construction management services. On March 3, 2014, a mandatory Pre-Proposal Conference was conducted. On March 14, 2014, three proposals were received from the following firms:

- Kitchell of Sacramento, California;
- URS Corporation, a Nevada Corporation, dba URS Corporation Americas of Sacramento, California; and
- Vanir Construction Management, Inc. of Sacramento, California.

Approval of Agreements for Construction Management Services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) and the County Funded Project Three (Intake, Release, Transportation) to URS Corporation Americas as a Result of the Board of Supervisors approved Request for Proposal Process and Related Actions

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Each Proposal was first evaluated on a comparative, competitive, qualification basis, based upon the RFQ/RFP's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed. Upon identifying the highest ranked firm, County staff subsequently negotiated the offered price.

Specific evaluation criteria included:

- The ability, capacity, and skill of the Respondent to perform the Professional Services Agreement and perform the Services;
- The type of Services needed by the County in light of the nature of the project and budgetary issues;
- The years of California correctional experience of the Respondent;
- The medical facility experience of Respondent;
- Respondent's experience with Title 15 and Title 24 regulations;
- The years, number and types of projects the Respondent has previously worked on;
- The ability of the Respondent to effectuate the Services within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Respondent's claims / litigation experience;
- Whether the Respondent has satisfactorily performed the full range of Services required by this Project on other projects; and
- Any other factor deemed to be relevant, in the County's sole discretion.

Following the extensive evaluation of each Proposal conducted by the County's Project Evaluation Team, all three Proposers were recommended be shortlisted and advance to the Interview Phase.

This Spring, each Proposer was allocated 45 minutes to present their Proposal. The County received proposals from three highly qualified and world class construction management firms and is now recommending approval of two contracts for Projects One and Three with the firm deemed best qualified to provide the services required. The Project Manager conducted several additional interviews and discussion the top two finalist firms to prepare for the recommended selection of one firm.

Next Recommended Actions:

Authorize the Project Manager to negotiate and execute an Agreement for construction management services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Health Units) with URS Corporation Americas for an amount not to exceed \$2,374,258.

Approval of Agreements for Construction Management Services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) and the County Funded Project Three (Intake, Release, Transportation) to URS Corporation Americas as a Result of the Board of Supervisors approved Request for Proposal Process and Related Actions
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This action will allow the Project Manager to execute an Agreement for construction management services with URS Corporation Americas for an amount not to exceed \$2,374,258.

Approve an Agreement for construction management services for the County Funded Project Three (Intake, Release, Transportation) with URS Corporation Americas for an amount not to exceed \$669,662.

This action will allow the Project Manager to execute and Agreement for construction management services with URS Corporation Americas for an amount not to exceed \$669,662.

Authorize the Project Manager to execute work orders for Additional Services provided such work orders are within existing approved budgets for Capital Projects.

Consistent with the RFP, the County may also elect to contract for Additional Services under this Agreement for similar services on this or other projects. The CM has provided Billing Rates for potential additional services/roles of various key personnel. The Billing Rates shall remain constant throughout this Agreement, including for Additional Services, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason for the duration of the design-build construction of Project One and Three. This action will allow the Project Manager to execute work orders for additional services within the overall Project budget.

Schedule

Today's action by the Board of Supervisors is the last major and significant step forward in the construction of the Public Safety Center Expansion Projects. 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.

The State of California has authorized the County to proceed to construction with the AB 900 Phase II Projects, Projects One and Two, funded 90% by the State of California Lease Revenue Bond Financing.

Approval of Agreements for Construction Management Services for the AB 900 Phase II Public Safety Center Expansion Project One (Maximum-Security/Mental Housing Units) and the County Funded Project Three (Intake, Release, Transportation) to URS Corporation Americas as a Result of the Board of Supervisors approved Request for Proposal Process 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:

The Chief Operations Officer will serve as the County's Project Manager working with a Project Team from the Capital Projects, Sheriff's Office and Counsel for the successful delivery of the project. The Agreement for Construction Management Services will provide additional and required support to ensure these projects are delivered in accordance with applicable laws, regulations; and any terms and conditions in the applicable State/County agreements.

CONTACT PERSON:

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

FORM OF PROFESSIONAL SERVICES AGREEMENT

STANISLAUS COUNTY

Professional Services Agreement

with

**URS Corporation, a Nevada Corporation, dba, URS Corporation Americas
for**

CONSTRUCTION MANAGEMENT SERVICES

for

STANISLAUS COUNTY PUBLIC SAFETY CENTER

Ceres, California

April 30, 2014

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF STANISLAUS AND
CONSTRUCTION MANAGER**

This Professional Services Agreement (the “**Agreement**”) is dated as of July 1, 2014 and is by and between the County of Stanislaus, a political subdivision of the State of California (“**County**”) and URS Corporation, a Nevada Corporation, dba URS Corporation Americas, licensed to do business in California (“**Construction Manager**,” “**CM**,” or “**Consultant**”) relating to Construction Management Services for the Public Safety Center Project.

Recitals

WHEREAS, County wishes to retain CM to provide construction management and related services for the Public Safety Center Project;

WHEREAS, CM was selected by means of County’s consultant selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by County as set forth in this Agreement, and that their performance of such services will conform to the highest standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, Government Code sections 31000 and 53060 permit the County Board of Supervisors to enter into agreements for expert professional temporary services with individuals specially trained and experienced and competent to perform those services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

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

AGREEMENT

1. Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

“Agreement”	This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Construction Management Services), <u>Appendix B</u> (Payments for Construction Management Services), <u>Appendix C</u> (AB 900 Timeline), <u>Appendix D</u> (Deliverables for Construction Management Services), <u>Appendix E</u> (CM Insurance Requirements), and <u>Appendix F</u> (Staffing Plan for Construction Management Services) attached hereto.
“Bridging Architect”	Hellmuth, Obata & Kassabaum, Inc.
“Contract Documents”	As defined in the County’s contract with Design-Build Contractor
“Contractor” or “Design-Build Contractor”	Any design-build contractor engaged by the County for the design and construction of the Project.
“Construction Manager”	URS Corporation, a Nevada Corporation, dba, URS Corporation Americas, licensed to do business in California, URS Corporation Americas, Crown

	Corporate Center, 2870 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833, Ph: 916.679.2004, Fax: 916.679.2900.
"County"	County of Stanislaus
"Project"	The Stanislaus County Public Safety Center Project Three in Ceres, California described in <u>Appendix A</u> , Construction Management Services.
"Services"	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, construction management, and administrative services.
"Subconsultants"	Construction Manager's consultants, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

2.1 All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project.

3. Services CM Agree to Perform

- 3.1 CM shall perform all Services described in Appendix A, Construction Management Services, attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 Construction Manager may recover compensation for extended services as set forth in Appendix B.
- 3.3 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, CM shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.
- 3.4 Appendix G, Bridging Architect Responsibilities, contains various terms from County's contract with Bridging Architect, and is provided for information purposes only.

4. Compensation

- 4.1 County shall pay Construction Manager compensation according to the process established in Appendix B "Payments for Construction Management Services".
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Construction Manager for any payment period on the Project, until County receives all deliverables required under Appendix D "Deliverables for Construction Management Services", for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Construction Manager has partially completed one or more deliverables due during a payment period, and if Construction Manager demonstrates diligent progress thereon, then County may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County. County shall not be liable for, and CM shall not be entitled to, any payment for Services performed before this Agreement's execution.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise CM, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be

made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, CM's transmittal of all deliverables to County required by Appendix A, Construction Management Services, and Appendix D, Deliverables for Construction Management Services.

- 4.4 Invoices furnished by CM under this Agreement must be in a form acceptable to County. All amounts paid by County to CM shall be subject to audit by County. Payment shall be made by County to CM at the address stated in Paragraph 6.1 below.
- 4.5 County may set off against payments due CM under this Agreement any sums that County determines that CM owes to County because of their errors, omissions, breaches of this Agreement, delays or other acts that caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Paragraph 21.3 below of this Agreement, to be attended by County, CM, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Stanislaus County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section 4.5, then County shall have satisfied its obligations under this Paragraph.

5. Maximum Costs

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by County's Board of Supervisors and approved by County for payment to the CM pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its Supervisors, employees, officers and agents to request Construction Manager to perform Services or to provide materials, equipment and supplies that would result in Construction Manager performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 County shall not reimburse CM for Services, materials, equipment or supplies provided by CM beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, County and CM shall direct all communications to each other as follows:

Stanislaus County

Patricia Hill Thomas, Project Manager
thomasp@stancounty.com
1010 Tenth Street, Suite 6800
Modesto, CA 95354

Construction Management Firm

Tim Murchison, CCM
tim.murchison@urs.com
Vice President and Central Valley CM/PM Office Manager
URS Corporation Americas

Crown Corporate Center
2870 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of CM. CM shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by CM.
- 6.3 Construction Manager agrees that all professional personnel assigned to the Project will be those listed in its proposal dated **March 14, 2014**, Exhibit 1 to Appendix F, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Construction Manager and because of the termination of such employment no longer able to provide Services. However, Construction Manager agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with replacement of personnel shall be borne exclusively by Construction Manager. Resumes for all listed professional personnel are attached via Exhibit 2 to Appendix F, and by this reference incorporated herein.
- 6.4 Construction Manager agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Construction Manager shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Construction Manager's cost.

7. Representations

- 7.1 CM represent that they have reviewed Appendix A, Construction Management Services, and that in their professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments for CM Services, and within the times specified in Appendix C, AB 900 Timeline.
- 7.2 CM represent that they are qualified to perform the Services and that they possess, and will continue to possess at their sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. CM also represent that they have knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 7.3 Construction Manager represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the high standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.4 The granting of any progress payment by County, or the receipt thereof by CM, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CM for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), CM shall defend (including providing legal counsel reasonably acceptable to County at no

cost to County), indemnify and hold harmless State of California, County and its Supervisors, officers, agents, departments, officials, representatives, employees, and volunteers (collectively “**Indemnitees**”) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of CM or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness or willful misconduct of Construction Manager, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “**Liabilities**”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 CM shall defend (including providing legal counsel reasonably acceptable to County at no cost to County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 County shall include a provision in the contract with the Design-Build Contractor on the Project requiring the design build contractor to indemnify CM for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the contract with the design build contractor on the Project requiring the design build contractor to name CM as additional insured’s on its Comprehensive General Liability insurance coverage. CM shall review the construction contract prior to bidding. The risk of an inadvertent omission of such provisions shall lie with CM.

9. Liability of County

9.1 Except as provided in Appendix A, Construction Management Services and Appendix E, Construction Management Insurance Requirements, County’s obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3, 4, and 5 of this Agreement.

9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by any of its employees, even though such equipment be furnished, rented or loaned to CM by County. The acceptance or use of such equipment by CM or any of its employees shall be construed to mean that CM accepts full responsibility for and shall exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys’ fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CM, its employees, County employees or third parties, or to property belonging to any of the above.

9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County or Construction Manager may have under this Agreement or any applicable law. All rights and remedies of County or Construction Manager, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 CM shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which CM perform the Services required by the terms of this Agreement. CM shall be fully liable for the acts and omissions of it their Subconsultants, employees and agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Construction Manager. CM acknowledge that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 CM shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 CM shall make their designated representative available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Construction Manager's Services only and not as to the means by which such a result is obtained.

11. Insurance

- 11.1 Prior to execution of this Agreement, CM shall furnish to County Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix E, Construction Management Insurance Requirements, which are attached and made a part of this Agreement. CM shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event CM fails to maintain any required insurance, and notwithstanding Paragraph 4.6 above, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CM under this Agreement (or CM shall promptly reimburse County for such expense).

12. Suspension of Services

- 12.1 County may, without cause, order Construction Manager to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Construction Manager written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Construction Manager shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Construction Manager is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time County believes Construction Manager may not be adequately performing their obligations under this Agreement, that Construction Manager may fail to complete the Services as required by this Agreement, or that County has provided written notice of observed deficiencies in Construction Manager's performance, County may request from Construction Manager prompt written assurances of performance and a written plan, acceptable to County, to correct the observed deficiencies in Construction Manager's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. CM shall provide

such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. CM acknowledge and agree that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 CM shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Construction Manager's right to proceed under the Agreement, in whole or in part, for cause:

- a. Should Construction Manager make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Construction Manager in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Construction Manager or of all or any substantial part of the properties of Construction Manager, or if Construction Manager, its directors or shareholders, take action to dissolve or liquidate Construction Manager; or
- b. Should Construction Manager commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from County to Construction Manager demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Construction Manager to avail themselves of this time period in excess of ten (10) calendar days, CM must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then CM must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Construction Manager violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from County to CM demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Construction Manager to avail themselves of this time period in excess of ten (10) calendar days, CM must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then CM must diligently commence and continue such cure according to the written Cure Plan.)

13.3 In the event of termination by County as provided herein for cause:

- a. County shall compensate CM for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but County shall not compensate CM for its costs in terminating the Services or any cancellation charges owed to third parties;
- b. CM shall deliver to County possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. CM shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that

County may have to claim and recover damages for any breach of this Agreement, but rather, CM shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement, including without limitation County's costs incurred in connection with finding a replacement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 15 below, and CM shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Construction Manager.

14. Termination of Agreement for Convenience

14.1 County may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to CM, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("**Notice of Termination**") specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Construction Manager shall:

- a. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- d. Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of CM under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;
- f. Transfer title and possession of Construction Manager's and their Subconsultants' work product to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; County acknowledges that said documents were prepared for the purpose of the Project.
- g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- h. Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Construction Manager's possession and in which County has or may acquire an interest.

- 14.3 After receiving a Notice of Termination, CM shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Construction Manager's written request made within such three month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If CM fail to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to CM because of the termination. County shall then pay to CM the amount so determined.
- 14.4 Subject to provisions of Paragraph 14.3 above, CM and County may agree upon the whole or part of the amount or amounts to be paid to CM because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and CM shall be paid the agreed amount.
- 14.5 If Construction Manager and County fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Construction Manager because of termination of Services under this Paragraph 14.5, then Construction Manager's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- a. Reasonable value of Construction Manager's Services performed prior to Notice of Termination, based on CM's entitlement to compensation under Appendix B, Payments for Construction Management Services. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Construction Manager, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Construction Manager's total costs of performing the Services.
 - b. When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Construction Manager's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 - c. Reasonable cost to CM of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Construction Manager (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.7 This Paragraph shall not prohibit CM from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by County to settle claims from Subconsultants.
- 14.8 In arriving at amounts due CM under this Paragraph 14, there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to CM, applicable to the terminated portion of Agreement,
 - b. Any substantiated claim that County may have against CM in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by CM or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to County.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, CM may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and CM to agree upon amount or amounts to be paid to CM for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies pursuant to this Agreement or at law.

15. Conflicts of Interest/Other Agreements

- 15.1 CM represent that they are familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 CM represent that they have completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Construction Manager believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. CM shall comply with the County's conflict of interest codes and their reporting requirements.
- 15.3 CM covenant that they presently have no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, CM represent to and agree with the County that CM have no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the County the Services hereunder and any interest Construction Manager may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County.

16. Proprietary or Confidential Information of County; Publicity

- 16.1 CM acknowledge and agree that, in the performance of the Services under this Agreement or in the contemplation thereof, CM may have access to private or confidential information that may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. CM agree that all private, confidential, or proprietary information disclosed by County to or discovered by Construction Manager in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. CM shall exercise the same standard of care to protect such information as a reasonably prudent CM would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. CM shall notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Construction Manager during the performance of or in connection with the Services pursuant to this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. CM shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. CM shall have the right, however, without County's further consent, to include representations of Services among Construction Manager's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

17. Notices to the Parties

- 17.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- 17.2 Notice shall be sufficiently given for all purposes as follows:
- a. When personally delivered to the recipient, notice is effective on delivery.
 - b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.
- 17.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Record Keeping and Audit Requirements

- 18.1 CM shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. CM shall maintain a complete and current set of all books and records relating to the design and construction of the Project. County shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by CM relating to the Services contemplated by this Agreement. Within 90 calendar days after Final Completion, CM shall deliver to County those records necessary for County to perform a financial audit of the Project ("**Final Audit**").
- 18.2 Invoice and progress/final reports and all required audit reports shall be submitted to County in a timely manner.
- 18.3 Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to CM's Services on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by County or designees, state government auditors or designees.
- 18.4 Make such books, records, supporting documentations, and other evidence available to County or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, CM agrees to include a similar right of County to audit records and interview staff in any subcontract related to the performance of this Agreement.
- 18.5 Be advised that a partial source of financing for the agreement between County and CM for design and construction of the Project is State Financing, and that County may not have funds to finance either this Agreement or the Design-Build Contract independently of the State Financing. CM shall in all ways cooperate with County and BSCC in maintaining a good working relationship. CM shall cooperate as instructed by the County Project Manager in resolving any disputes arising under the BSCC Construction Agreement or the Design-Build Contract.

19. Subcontracting/Assignment/County Employees

- 19.1 CM and County agree that Construction Manager's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by CM under this Agreement are personal in character. Therefore, Construction Manager shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 19.1 shall confer no rights on any party and shall be null and void.
- 19.2 Construction Manager shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

20. Other Obligations

- 20.1 Discrimination, Equal Employment Opportunity and Business Practices. CM shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, CM shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and

regulations thereunder, and shall comply with same as each may be amended from time to time.

20.2 Drug-Free Workplace Policy. CM acknowledge that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. CM agree that any violation of this prohibition by Construction Manager, their employees, agents or assigns shall be deemed a material breach of this Agreement.

20.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. CM acknowledge that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. CM shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. CM agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Construction Manager, its employees, agents or assigns shall constitute a material breach of this Agreement. CM shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

20.4 Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the CM to penalties, to be determined by County's Assistant County Administrative Officer for General Services ("County ACAO"), including but not limited to: (a) termination of this Agreement; (b) disqualification of the CM from bidding on or being awarded a County contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the ACAO. To effectuate the provisions of this section, the ACAO shall have the authority to examine Construction Manager's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Construction Manager under this Agreement or any other agreement between Construction Manager and County. CM shall report to the ACAO the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Construction Manager that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. CM shall provide County with a copy of their response to the complaint when filed.

21. Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the CM who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the Project Manager and principal of the CM shall then take place within five (5) calendar days of the date of the request.

21.2 Provided that County continues to compensate CM in accordance with this Agreement, CM shall continue their Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Construction Manager to discontinue Services during the course of any dispute. Construction Manager's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. CM agree that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. CM also agree that should Construction Manager discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.

21.3 In the event of claims exceeding **\$50,000**, as a precondition to commencing litigation, the parties shall

first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Modesto, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Stanislaus County Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

22. Agreement Made in California; Venue

22.1 This Agreement shall be deemed to have been executed in the City of Modesto, County of Stanislaus. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Stanislaus unless the parties agree otherwise in a written amendment to this Agreement.

22.2 The parties shall execute **four (4)** of this Agreement, each of which shall be deemed originals.

23. Compliance with Laws

23.1 CM shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. CM shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

23.2 CM represent that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

24. Miscellaneous

24.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

24.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 24.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.

24.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

24.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in

force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

- 24.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 24.6 CM acknowledges that CM, and all Subconsultants hired by CM to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CM is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by CM to perform services under this Agreement are in compliance with the IRCA. In addition, CM agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CM's employees, or the employees of any Subconsultant hired by CM, are not authorized to work in the United States for CM or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by CM or CM's Subconsultant(s).

25. Entire Agreement; Modifications

- 25.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 25.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 25.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of County, CM expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 25.4 CM, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. CM shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Construction Manager's price proposals.
- 25.5 CM and their Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 25.6 Changes in the Services made pursuant to this Paragraph 25 and extensions of the Agreement time necessary by reason thereof shall not in any way release Construction Manager's representations and agreements pursuant to this Agreement.

25.7 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

RECOMMENDED AND APPROVED
AS TO CONTENT:

COUNTY OF STANISLAUS

By Patricia Hill Thomas
Patricia Hill Thomas
Chief Operations Officer

"COUNTY"

URS Corporation, a Nevada Corporation, dba,
URS Corporation Americas
Construction Manager

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

Corporation
Type of Entity
(corporation, partnership, sole proprietorship)

By John P. Doering
John P. Doering
County Counsel

By Tim Murchison
Signature

Tim Murchison
Typed Name

Vice President
Title of Individual Executing
Document on behalf of Firm

"CONSTRUCTION MANAGER"

APPENDIX A

CONSTRUCTION MANAGEMENT SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated as of July 1, 2014, by and between URS Corporation, a Nevada Corporation, dba, URS Corporation Americas, hereinafter referred to as “**CM**” or “**Construction Manager**” and the **County of Stanislaus**, hereinafter referred to as “**County**” providing for professional construction management services.

1. GENERAL REQUIREMENTS OF CONSTRUCTION MANAGER’S SERVICES

1.1 Project. An overview of all three of the County’s Public Safety Center Jail Expansion Projects is provided for reference in Appendix-A-1 attached hereto and incorporated herein.

1.2 Time Periods. The requirements of this Section 1 apply during all time periods of Construction Manager’s Services under this Agreement.

1.3 Review and Project Familiarization. At the outset of Construction Manager’s Services and periodically as necessary thereafter, Construction Manager shall review Project files, become familiar with Project background and status; review any and all Project contracts and agreements; become familiar with site conditions and geotechnical data; review the current Project schedules; review all applicable funding requirements; and assemble copies of agreements provided by County and applicable codes and regulations which establish the framework for the Project.

1.4 Staffing.

1.3.1 Construction Manager shall maintain an office on site in facilities provided by the CM, and shall provide adequate personnel, facilities, equipment, materials and supplies necessary to complete its Services, including but not limited to, adjusting its activities, personnel levels, and the sequence, duration and relationship of Services to be performed, when necessary to comply with the accepted schedules. Construction Manager shall report to and receive instructions from County’s Project Manager or her designee.

1.3.2 Construction Manager shall keep County’s Project manager or her designee advised and informed on Project status and issues. Construction Manager shall immediately report to County Project Manager any conflicting instructions received from County representatives.

1.5 Extended Project Duration.

1.5.1 Construction Manager shall perform Services required due to extended project duration as provided in Appendix B.

1.5.2 To the extent that any such required Services are a result of any errors or omissions by Construction Manager, however, Construction Manager shall perform such Services at no additional cost to County.

1.6 Deliverables Required Under This Agreement.

1.6.1 Deliverables required under the Agreement are outlined in Appendix D, and must be supplied by Construction Manager timely when required. Each deliverable shall be reviewed with County’s Project Manager or her designee. Construction Manager shall promptly correct deficiencies in deliverables and shall promptly perform modifications to conform deliverables to Program requirements and reasonable County expectations for acceptability of deliverables. The cost of correcting deficiencies in deliverables, if any, and of conforming

the deliverables to Program requirements and County expectations for acceptability shall be included in the fee for Basic Services.

1.6.2 At Construction Manager's option, deliverables may be supplied with the Monthly Progress Report.

1.6.3 County's acceptance of deliverables shall not in any manner diminish Construction Manager's responsibility to perform its Services and deliverables in accordance with the requirements of this Agreement.

1.7 Professional Advice and Recommendations.

1.7.1 Construction Manager shall continuously provide County's Project Manager or her designee with its professional advice and recommendations on all aspects of the Project, including but not limited to, planning, design, construction, close out, regulatory compliance, continuing evaluation of schedule requirements and budget requirements. Construction Manager shall meet weekly with County personnel to provide project status updates.

1.7.2 Construction Manager shall provide County's Project Manager or her designee with input and recommendations for the engagement of other consultants or securing of additional information by County as required for efficient and successful completion of the Project. If requested, and subject to agreement on mutually acceptable terms, Construction Manager shall engage such consultants or secure such data on behalf of County following County procedures; and in all cases, shall support County in negotiating fees and preparing and processing agreements as required. These consultants, upon approval by County, may be retained by County or Construction Manager by amendment to the Agreement.

1.7.3 Construction Manager's services providing required advice and recommendations, and assistance with consultants, shall not enlarge or restrict Construction Manager's scope of Services, other than the obligation to advise County's Project Manager or her designee of Construction Manager's professional recommendations. Specifically, if Construction Manager should recommend County procure services outside of Construction Manager's current scope of Services, Construction Manager does not thereby create any contractual obligation on its part to perform or have performed such services.

1.8 Non-duplication.

1.8.1 Construction Manager is not required to duplicate the services of Design Build Contractor, Project Architects and/or Engineers ("**A/Es**"), Bridging Architect, environmental consultants, or other consultants, and does not assume their liabilities or responsibilities if their work or services is deficient, unless County has specifically requested Construction Manager, either in this Agreement as basic services or hereafter in writing as additional services, to perform said services, and Construction Manager expressly agrees.

1.8.2 This provision does not in any manner diminish Construction Manager's responsibility or liability to County for its Services under the Agreement, or any damages to County resulting from, exacerbated or contributed to by Construction Manager's wrongful acts, errors or omissions

1.9 Project Safety.

1.9.1 Construction Manager shall remain vigilant regarding County's first priority of a safe worksite for all personnel and project participants. Construction Manager's scope of Services shall include review of any and all safety plans applicable to the Project, including

but not limited to, any and all Contractor safety plans and any consultant safety plans, and comment thereon to County.

1.9.2 In the event that Construction Manager should ever observe unsafe working conditions, Construction Manager shall promptly report the conditions to the Design-Build Contractor and County, and implement to the extent of its authority and/or recommend that the County promptly implement (as applicable to the situation) prompt corrective action to include suspension of work.

2 COORDINATION, COST REPORTING AND SCHEDULING.

2.1 The requirements of this Section 2 apply during all time periods of Construction Manager's Services under this Agreement.

2.2 Coordination with County.

2.2.1 Performance of Services will require Construction Manager to work with, meet with, and attend meetings as County's Project Manager or her designee determines necessary to manage all aspects with County staff, County consultants, and such other consultants as County's Project Manager or her designee determines necessary, to the extent necessary to manage and coordinate all aspects of construction of the construction contract, and performance of Construction Manager's duties under the Agreement; and as County's Project Manager or her designee shall request for reporting on the Project to the Board of Supervisors. Scope shall specifically include special meetings, as required, outside of normal working hours, with the Board of Supervisors or other groups as the County may designate, to report on the status of the Project.

2.2.2 Construction Manager shall require design-build entity to and list in monthly task lists, all anticipated required meetings, consents, information requirements and presentations. In the event of inadvertent omissions or requirements arising as a result of developments, Construction Manager shall advise County's Project Manager or her designee in advance of any meetings or conferences necessary under this section that were not previously shown on Construction Manager's schedule but subsequently become required.

2.2.3 CM shall perform monthly claims research scheduling software schedule analysis to confirm logic is retained in the Design-Build entity's monthly schedule reports.

2.2.4 CM agrees to furnish efficient business administration and oversight to use its best efforts to ensure the Project is completed on schedule and within budget consistent with the interests of the Owner.

2.3 Coordination with Authorities with Jurisdiction.

2.3.1 Construction Manager shall manage and coordinate the submission of any funding and/or rebate applications with applicable governmental agencies or other entities (i.e., utilities).

2.3.2 Construction Manager shall manage and coordinate Project compliance with Title 15/Title 24 requirements; monitoring the submissions of all plans, site data, specifications, structural design computations and cost estimates to the BSCC monitoring their approval by these agencies; monitoring the issuance of periodic verified reports to BSCC indicating that the work during the reported period has been performed and materials installed in accordance with the approved plans and specifications; monitoring submission to BSCC for certification of project completion of all periodic verified reports, testing and inspection reports and coordinating any further testing or inspection required by BSCC for project completion; monitoring BSCC pre-approval of change orders; expediting BSCC review and approvals; taking all appropriate

actions to minimize delay to the Project resulting from BSCC review and approvals; and coordinating and communicating with BSCC, as necessary.

2.3.3 PDCA and BSCC Agreements. Construction Manager shall familiarize itself with the Project Delivery and Coordination Agreement and the BSCC Construction Agreement between the State of California and the County of Stanislaus and shall ensure that all administrative, coordination, and reporting requirements of those Agreements are fulfilled on behalf of or in conjunction with the County.

2.3.4 Project Cost Reporting and Budget Coordination. County will provide information from its accounting system on funding, actual expenditures and actual encumbrances for Construction Manager to include in cost reports, and Construction Manager may rely upon the accuracy of this information but shall notify County of any discrepancies that it may observe in any such information.

2.4 Construction Manager shall, at the outset of the Services, develop and thereafter maintain Project budgets and records of actual costs expended against budgets, and thereafter report monthly to County in formats approved by County. This includes, without limitation, the following:

2.4.1 Recommend budget and report formats. Review County's existing accounting system and reporting formats and recommend for County approval, an integrated, computer-based project accounting system specific to the Project that will complement and/or integrate with the County's existing systems and reporting formats.

2.4.2 Develop cost reports showing budgets, cash flow, status of funding, encumbrances, actual expenditures, and estimated cost at completion, forecasts and estimated budget surplus or deficit. Format shall be approved by County. Include in Monthly Report. The objective of this cost reporting shall be to permit the County to plan, track, control and adjust plans and cost commitments to meet budgets.

2.4.3 Monthly reports of cost against budget. Develop and maintain budgets and estimates in detail by account code and other relevant breakdown for all expected project costs to include contractors, consultants, inspectors, permits, fees, and all other project costs. Maintain records of original budgets, amendments, and the currently approved budget. Also maintain records of actual costs to include cost estimates, bids, change orders or amendments, encumbrances and expenditures. Monthly updates shall include estimated costs at completion based on actual cost to date and estimated cost to complete. Compare this with the current budget and show variances between budget and projected actual costs.

2.4.4 Implement a system of managing contingencies to include initially setting appropriate contingency amounts in budgets, reallocating contingency as necessary to funding, and maintained contingencies in amounts appropriate to the degree of work completion and cost confirmation. Plan for and recommend for County approval, at the appropriate time, the reallocation of any unused contingencies to fund projects.

2.4.5 Monthly budget updates. Budget anticipated and actual funding, and compare funding with costs to be sure that they are balanced and that appropriate contingencies and reserves are maintained. Provide budget updates within two weeks after monthly and whenever project actual costs exceed project contingencies.

2.5 Monitoring and Reporting on Project Scheduling.

2.5.1 Construction Manager shall, subject to County review, establish and maintain a Master Project Schedule using Primavera P-6 , or a mutually agreed project scheduling software, that shall incorporate the first level of detail of the Contractor's schedule, other

consultant's schedules, and Construction Manager's own schedule, for the work necessary to advance and complete the Project, to include procurements of all types (services and/or long lead items or owner-supplied items). Show Construction Manager's activities on top; include time for necessary reviews and approvals.

2.5.2 Construction Manager shall also be responsible for monitoring schedules developed by all Contractors, consultants and other entities on the Project, reporting to County all Project related information required for any County maintained overall schedule, and advising County on methods to adjust progress to meet the schedule and on how to adjust the schedule to be consistent with current conditions.

2.6 Monthly Progress Reports. Construction Manager shall Provide County monthly, within seven (7) calendar days after the end of the month, a comprehensive written report addressing project status, issues, and recommendations including, without limitation, the following.

2.6.1 Executive Summary. Summarize current project status relating actual progress to planned status. Highlight any critical current and future issues especially actual and potential disputes, delays, budget overruns and quality concerns.

2.6.2 Include individual reports for the Project showing percentage completion of time and contractor earnings, schedule status in terms of days ahead or behind schedule, proposed changes and/or change orders approved and pending and their respective value and time impacts, if any, project issues and recommendations.

2.6.3 Construction progress: generally, since prior report, and percentage completion. Include a narrative of the work performed and identification of areas of concern, action items pending and responsible party, actions taken, and approvals needed.

2.6.4 Meet with County staff as necessary to review the monthly report and discuss its contents and any questions raised by Construction Manager or County.

2.6.5 Payments, credits and offsets; overall cost and anticipated cost of the Project.

2.6.6 Disputes, claims and issues of concern.

2.6.7 120-day look ahead/task listings for County planning purposes, to list all County approvals, information, reports, interfaces or other tasks, required for Construction Manager's Services under this Agreement or otherwise necessary to keep the Project on schedule. Such task list shall be suitable for use as a County "to do" list for Project implementation.

2.6.8 Construction Manager shall meet with County staff as necessary to explain the monthly report and discuss its contents and any questions raised by Construction Manager or County.

2.7 Securing of Necessary Permits and Approvals

2.7.1 Construction Manager shall assist County in obtaining any and all building permits and special permits necessary for design and construction work or for the permanent improvements of the Project whenever such permits are not required to be obtained directly by the Design-Build Contractor or other consultants. Construction Manager shall verify that County has secured such permits, and paid applicable fees and assessments. Construction Manager shall assist County, Bridging Architect, and other consultants in connection with County's responsibility for filing documents required for approvals of government authorities having jurisdiction.

2.7.2 Construction Manager shall verify that County has applied for any applicable utility permits and has paid any applicable fees and assessments; assist County in obtaining approvals from authorities having jurisdiction over the Project; shall coordinate any on-site activities of utility companies, materials and soils testing engineering and regulatory agencies; and shall coordinate any utility outages or other connections or re-routing of services.

2.7.3 Construction Manager shall assist County in obtaining statutory approvals or local approvals, i.e., State, Fire Marshal, etc.

2.8 County Provided Equipment. For County-provided equipment for installation by the Contractor, Construction Manager shall coordinate installation of such equipment by Owner with the Contractor.

3 CONSTRUCTION MANAGEMENT SERVICES

3.1 The requirements of this Section 3 apply throughout the Project.

3.2 General Scope of Construction Management Services. Construction Manager shall perform regular, usual and ordinary construction management services, necessary to complete the Project on time and within budget with contract specified levels of quality and workmanship. All such activities shall be fully reported to County's Project Manager or her designee. Construction Manager shall perform such Services consistent with the standard of care required under the Agreement. Such Services include, but are not limited to, the following:

3.2.1 Administer the contract for Projects One and Three on behalf of County, engage construction management personnel, conduct weekly during construction attended by representatives of County, Construction Manager, Design-Build Contractor and applicable subcontractors, and Bridging Architect, and attend Project-level meetings conducted by County.

3.2.2 Supervise the issuance of final completion certificates for the Project when it is ready for acceptance. Construction Manager will assist in the timely issuance of operation and maintenance manuals, instructions to County, and receipt and recording of required warranties.

3.2.3 Provide overall management control and coordination of all the parties involved in the construction phase including, but not limited to, design-build contractor, all direct material suppliers or equipment suppliers, inspection and testing companies, surveyors, state and local authorities, Bridging Architect, and all pertinent County departments.

3.2.4 Coordinate the delivery dates of all the separately purchased equipment and other long lead items purchased by County to ensure that promised delivery dates are in accordance with the Contractor's construction schedule.

3.2.5 Set up or coordinate with existing job file, working folders, and record-keeping systems to be used on the Project.

3.2.6 Prepare and process letters, paperwork and other related elements for the administration of the Project. Maintain construction files to properly organize and keep all necessary documents.

3.2.7 Provide, install and maintain a computerized data management, communication and retrieval system with suitable PC type equipment, to maintain fully computerized, integrated

and coordinated change order, PCO, RFI tracking, and deficiency lists, submittals, and other construction-related documents.

3.2.8 Document preconstruction conditions of the site and adjacent improvements through photographs and advise if other measures are reasonably necessary.

3.2.9 Take appropriate measures to require that as-built documents are being recorded by the Design-Build Contractor as construction progresses and deliver these documents to County when construction is complete. Construction Manager shall make its best efforts to see that the documents are organized, indexed and complete.

3.2.10 Assist the Project Bridging Architect in reviewing and interpreting performance involving the bridging documents against the design-build architect of record plans and specifications.

3.2.11 Coordinate and fully manage all work necessary to start up and test systems.

3.3 Meetings and Conferences. Construction Manager shall conduct the pre-construction conference and regular job-site meetings with contractors, Bridging Architect and County representatives to discuss procedures, progress, problems, scheduling and other appropriate matters; prepare agendas for each meeting; take minutes of each meeting, indicating actions items and responsible parties, transcribe, and distribute copies to all participants.

3.3.1 Conduct negotiations with the Contractor on changes and other issues.

3.3.2 Construction Manager shall participate in meetings and conferences with County, its consultants, County affiliated groups, government agencies, and private groups as required by the County and the approved construction schedule, and, provide action minutes from these sessions.

3.3.3 As required by County, all Construction Manager personnel assigned to this Project shall have pagers or cellular telephones sufficient to permit 24 hour a day access for response to emergency situations that may arise. Cost of such telephones or pagers shall be included within Construction Manager's lump sum cost estimate of Basic Services.

3.4 Shop Drawings and Submittals. Construction Manager shall coordinate the submittal review process required in the construction contracts. Construction Manager shall maintain records of required submittals, dates and actions taken, and shall notify any party in writing who is delaying any submittal in process.

3.5 Cost Control and Records

3.5.1 Construction Manager shall report on costs to the County, including periodic status reports as required by the Agreement, and provide County with all information required for County's cost control systems. (County reserves the right to specify software.)

3.5.2 Construction Manager shall provide County with all Project related information requested by County to maintain financial records and budgetary information of the Project.

3.5.3 Construction Manager shall maintain for County at County's operations office one record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, and in addition, approved shop drawings, product data, samples and similar required submittals.

3.6 Schedule Control

3.6.1 Construction Manager shall receive, forward to County and review the Contractor's CPM schedule submittal and recommend to County its acceptance or rejection. Construction Manager shall negotiate an acceptable schedule with the Contractor, and Construction Manager shall receive, forward to County and review the Contractor's schedule updates that are required to be submitted with each request for payment and recommend appropriate action to County.

3.6.2 Construction Manager shall audit Contractor's schedule on a monthly basis to determine if the Project is on schedule, and recommend to County adjustments and actions to be taken by County in case of changed conditions or unexpected interferences, or otherwise as necessary to maintain schedule or mitigate delays.

3.6.3 Construction Manager shall provide County with complete schedule information, including, but not limited to, the Contractor's schedule and Construction Manager's schedule analysis on a monthly basis. Information shall provide a clear comparison between original major milestones and the activities in the Contractor's currently approved CPM schedule, and the actual date of accomplishment. A narrative shall address revisions and projected schedule slippage, with recommendations on actions to be taken to regain the original schedule or to minimize projected slippage.

3.7 Payments. Construction Manager shall:

3.7.1 In consultation with Bridging Architect, and County, review and prepare for processing all requests for payment submitted by the Design-Build Contractor for progress and final payments.

3.7.2 Prepare progress payment reports, and recommend to County amount to be paid by verifying, in consultation with the Bridging Architect and Inspector of Record ("IOR"), the value of work in place and/or stored materials and compliance with contract documents. Construction Manager's recommendation for payment shall constitute a representation to County that, to the best of Construction Manager's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents.

3.7.3 Secure certified payroll reports from the Design-Build Contractor.

3.8 Change Requests and Modifications. Construction Manager shall:

3.8.1 Transmit to Bridging Architect and County, as appropriate, requests for interpretations of the meaning and intent of the bridging documents, RFI's and other Contractor communications, and assist in the resolution of questions that may arise.

3.8.2 In consultation with Bridging Architect, recommend to County the issuance of change requests for design build contract modification whenever it appears necessary. Determine that the Contractor has prepared the scope of work, justifications and estimate of the cost for such modification. Conduct negotiations with the Contractor and in consultation with Bridging Architect as necessary, provide County with written recommendations on acceptance, rejection, price, time, and any other appropriate decision and/or action, with reasonable supporting documentation including, where appropriate, schedule analysis, calculations, takeoffs, etc. Maintain log of Proposal Requests, RFI's and Change Orders for Project, and forward copies of all of the same to County.

3.8.3 Upon receipt of a change suggested by the Contractor, in consultation with Bridging Architect as necessary, review its merit and forward it to County with recommendations for approval or rejection.

3.8.4 For a change order on which agreement has not been reached as to amounts of equitable adjustment prior to commencing work, Construction Manager shall require the Contractor to submit detailed records of time and material to Construction Manager and County under the contract force account specification.

3.9 Inspection Coordination, Deficiencies and Reports. Construction Manager shall:

3.9.1 Perform all Project management and administrative duties relating to construction administration, inspection coordination and oversight, survey and testing services necessary to determine Design-Build Contractor's compliance with all requirements of its design-build contract.

3.9.2 The Construction Manager will assist the IOR in providing inspection of the Contractor's work, including observing the materials and equipment being incorporated into the Work, and that authorized changes are properly incorporated into the Project.

3.9.3 Construction Manager shall document any non-conforming, unacceptable or work otherwise out of compliance with the contract documents and in force the County's rights under the construction contract. Construction Manager shall provide County with test results and recommendations. Testing program, personnel and laboratories shall be subject to County approval.

3.9.4 Maintain a list of observed defects and omissions on the Project and provide a copy of the list to the County, the Bridging Architect and the Contractor monthly or more often as needed.

3.9.5 Keep copies of daily inspection reports, daily logs and other documentation of inspections. Provide County with daily and weekly progress reports that include these materials.

3.9.6 Promptly report to the County and Bridging Architect in writing, observed problems, ambiguities, or discrepancies in the construction contract requirements.

3.9.7 Advise County if the Contractor fails to promptly remove, correct or replace nonconforming construction work.

3.9.8 Prepare Project documents for final inspections and acceptance procedures and testing, and procedures for administering Project completion.

3.10 Claims. Construction Manager shall review, in consultation with County's Project Manager or her designee, all Bridging Architect and Contractor claims and recommend to County in writing a course of action including acceptance, rejection, price, time, or other appropriate decision or response. Supporting documentation consisting of initial schedule analysis, calculations and takeoffs shall be basic services if performed during construction. More detailed schedule analysis, calculations and takeoffs performed under this Section shall be compensated as an extra service:

3.11 Operation Manuals and Warranties. Construction Manager shall obtain all required operation manuals and warranties from the Contractor as required in construction contract Specification Sections 01 7700 and 01 7800 and transmit to County; and deliver all keys, manuals, record drawings and maintenance stocks to County.

3.12 Project Closeout. In coordination with the County, Construction Manager shall provide closeout services for the Project including:

3.12.1 Monitor the completion of omitted and defective items identified on the final inspection punchlist. In consultation with the Bridging Architect, recommend acceptance of completed work or rejection of unsatisfactory work and coordinate walk-throughs by County personnel. Perform independent inspection, and assist the County and the Bridging Architect in conducting their inspections, to determine substantial and final completion. Monitor and verify all construction contract closeout requirements. At the conclusion of all corrective action of all punchlist items, make a final comprehensive review of the Project, make a report to County which will indicate whether Construction Manager and Bridging Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the Notice of Completion to the Contractor.

3.12.2 Continue other post-construction functions such as warranty problem resolution and start-up assistance. Initiate a system to identify all warranty items, length of warranty periods, names and addresses of contract personnel, any operational and maintenance requirements necessary to preclude invalidation of a specific warranty, and operational and maintenance manuals furnished by the Contractor, manufacturer or supplier; distribute and coordinate such information with County. Assist County in establishing procedures to identify proper operational and maintenance requirements to preclude invalidation of warranties.

3.12.3 Close out the files maintained during the construction phase and transmit to County.

3.12.4 Assist County in obtaining all necessary permits including Occupancy Permits, final approvals from public and private authorities with jurisdiction, and final record documents. This task may encompass accompanying government officials (Fire Marshall, Health Department, etc.) during inspections of the Project, assisting and preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

3.12.5 At the conclusion of construction, Construction Manager shall provide County a Final Project Report, which will include final cost of the Project and explanation of any deviations from originally estimated costs; summary of the scheduled and actual completion dates and reasons for variations. Construction Manager shall coordinate all Contractor start up, testing and training activities whenever arising, whether at contract close out, during contract performance, or following contract performance but necessary for contract close out.

3.12.6 In addition to the Final Project Report, as requested by County, Construction Manager will assist County in preparing final Project accountings and close out reports for all above indicated report systems.

4 COUNTY RESPONSIBILITIES

County shall provide the following services and data to Construction Manager:

4.1 Payments

Issue job progress payments to County Project Manager and Contractor in a timely manner.

4.2 Site Access

Provide site access to Construction Manager, Bridging Architect, IOR, and others as requested through Construction Manager.

4.3 Contract Documents

County shall furnish Construction Manager with the terms and conditions of all contracts with the Contractor, consultants and others contracted with County.

4.4 Designated Representative

County shall designate a representative authorized to act in County's behalf with respect to the Project. County, or such authorized representative, shall examine documents submitted by Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Construction Manager's Services.

4.5 Legal, Accounting and Insurance Services

County shall furnish legal, accounting and insurance counseling services necessary to protect County's interest in the Project, including such auditing services as County may require to verify the Project Applications for Payment. County shall supply such services to protect solely its interests.

4.6 County Work

County reserves the right to perform work and services related to the Project with County's own forces, and to award contracts in connection with the Project which are not part of Construction Manager's responsibilities under the Agreement. Construction Manager shall notify County if any such independent action will in any way compromise Construction Manager's ability to meet Construction Manager's responsibilities under the Agreement.

4.7 Communications

County shall use its best efforts to advise Construction Manager of any fault or defect in Construction Manager's Services, the Project, or nonconformity with the Contract Documents, but any failure to do so shall not prejudice either parties' rights and duties under the Agreement.

4.8 Accounting Services

County shall provide accounting services consisting of accounting of all expenditures, encumbrances and funding for the Project. County shall provide reports of all costs, encumbrances, and funding status for the Project. Construction Manager shall be able to rely on the accuracy of these reports in preparing its reports and in planning and projecting cost of the Project.

END OF APPENDIX A

APPENDIX A-1

Brief Description Of County's Public Safety Center Expansion Projects:

Stanislaus County, in coordination with Hellmuth, Obata and Kassabaum (HOK) have prepared design-build bridging documents (known to the State of California as performance criteria and concept drawings) for the Public Safety Center Expansion Projects. Information relating to the history of design through the AB 900 Phase II process including application, needs assessment, programming, schematic and design development phases can be located at <http://www.stancounty.com/capitalprojects/bidding.shtm>.

The selected Construction Manager will assist the County in the delivery of the Public Safety Center Expansion Projects One and Three with approximately 135,200 square feet (sf) of housing, treatment, and program space on approximately 9 acres of the greater 127± acres of County-owned land on which the County's existing Public Safety Center is located. Projects One and Three will include two new buildings constructed primarily of steel and concrete for security and long-term durability. Project One will be a jail expansion, approximately 101,600 sf, that includes two maximum security adult detention housing units, one medical/mental health housing unit, a health services unit, a security administration (control) center, and all necessary circulation and common space. Project Three will be an intake, release, and transportation center, approximately 33,600 sf. Both of these facilities will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation; and staff support space.

1. Project One

The two maximum security housing units will each provide approximately 192 beds (with a design alternate for possible expansion up to 240 beds) and the medical/mental health housing unit will provide approximately 72 beds, for a total of approximately 456 beds (with a possible expansion up to 552 beds). Each of the housing units will include secure sally port entry, a unit security control room, video visitation cubicles, showers, secure dayrooms and outdoor recreation space, a retherm kitchen, and multipurpose and interview rooms. The housing units will also include program services space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The health services unit will include health care staff office space, secure records space, holding cells, dental services space, an equipment room and workstation, a pharmacy, a conference room, a laboratory, exam rooms, sheltered housing space, an anteroom, and officer and nurse workstations. The security administration (control) center will include central control, sally port entry, armory and key control, staff briefing space, facility commander and other shift/watch command office space, as well as multipurpose and interview rooms.

2. Project Three

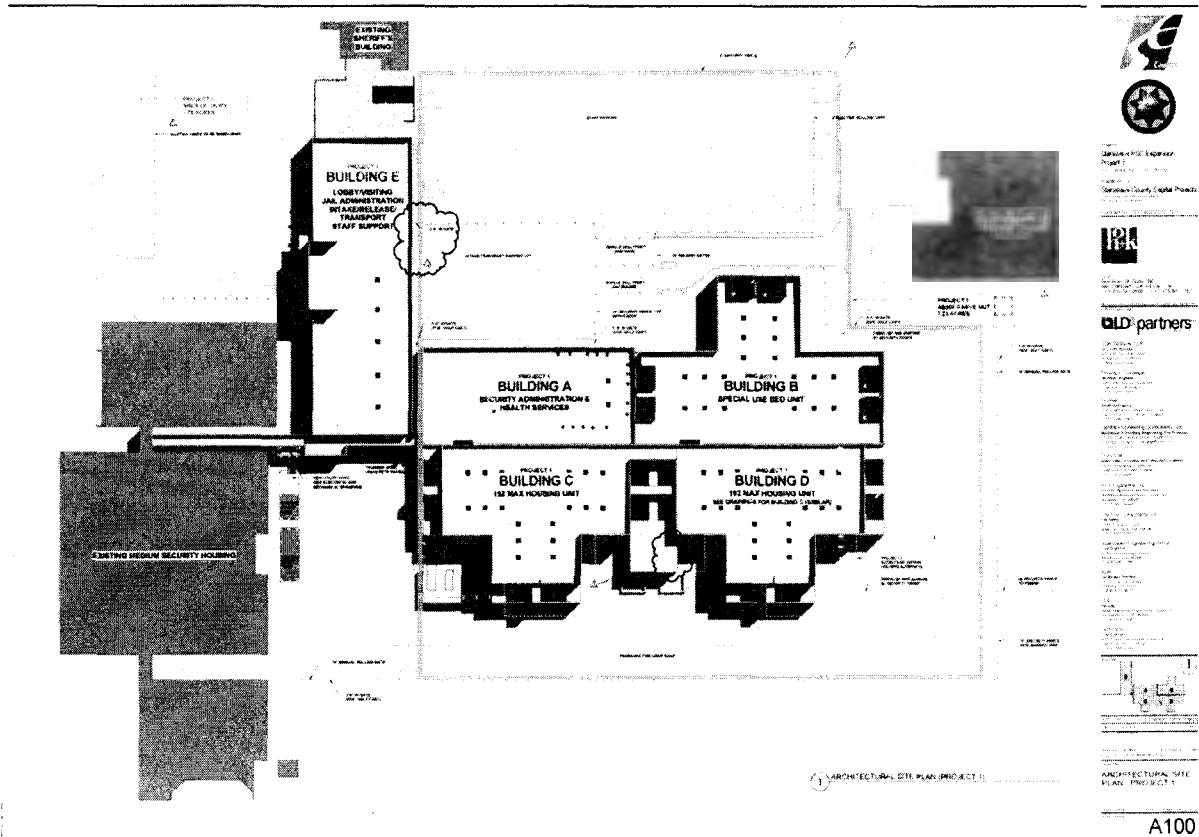
The Intake, Release and Transportation center is the hub where all processing, booking, staging and transportation occurs and is the vital support for the overall jail expansion. Detention Administration, locker room and briefing rooms will be located in this facility. This project will include, but is not limited to, electrical; plumbing; mechanical; computerized heating, ventilation, and air conditioning; security; and fire protection systems. Project Three will also include a Visitor's Center/Property Storage that is adjacent to, but not adjoining, the planned Project One jail facility. Video visitation, the acceptance of bonds, and the release of inmate property will all occur in the Visitor's Center. Inmate personal property, personal clothing, court clothing, and other storage needs will be provided for in the Property Storage. Approximately 200 parking spaces will be provided as part of these projects for both staff and visitor parking. This project will also include all necessary and appropriate security fencing.

3. Project Two

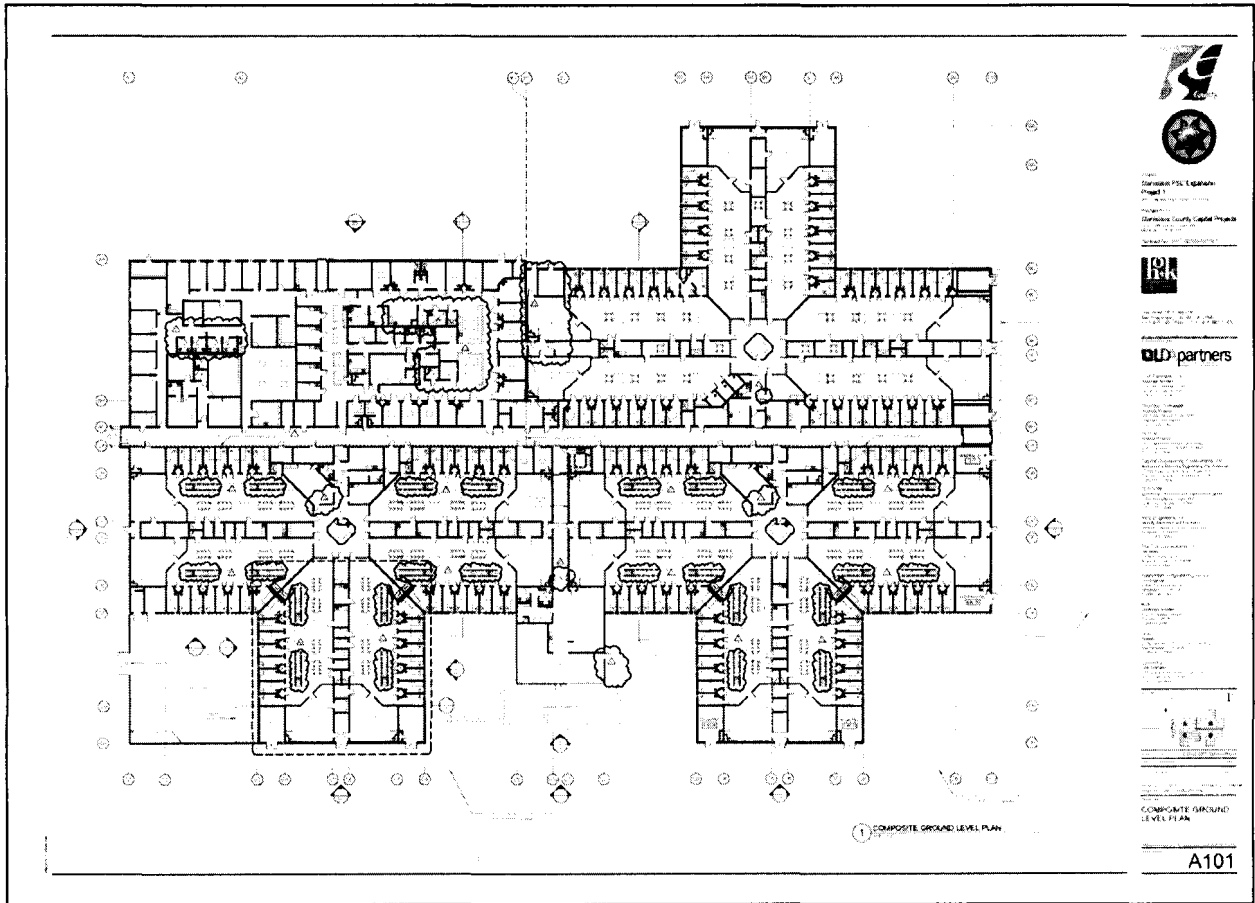
A Day Reporting Center is to be located at the Public Safety Center site. Construction Management of Project Two will be managed by existing County staff, and construction is funded under AB 900 Phase II with a construction budget of \$4,381,000.

The following are some preliminary conceptual sketches of various aspects of the Projects for CM Proposer's ease of reference.

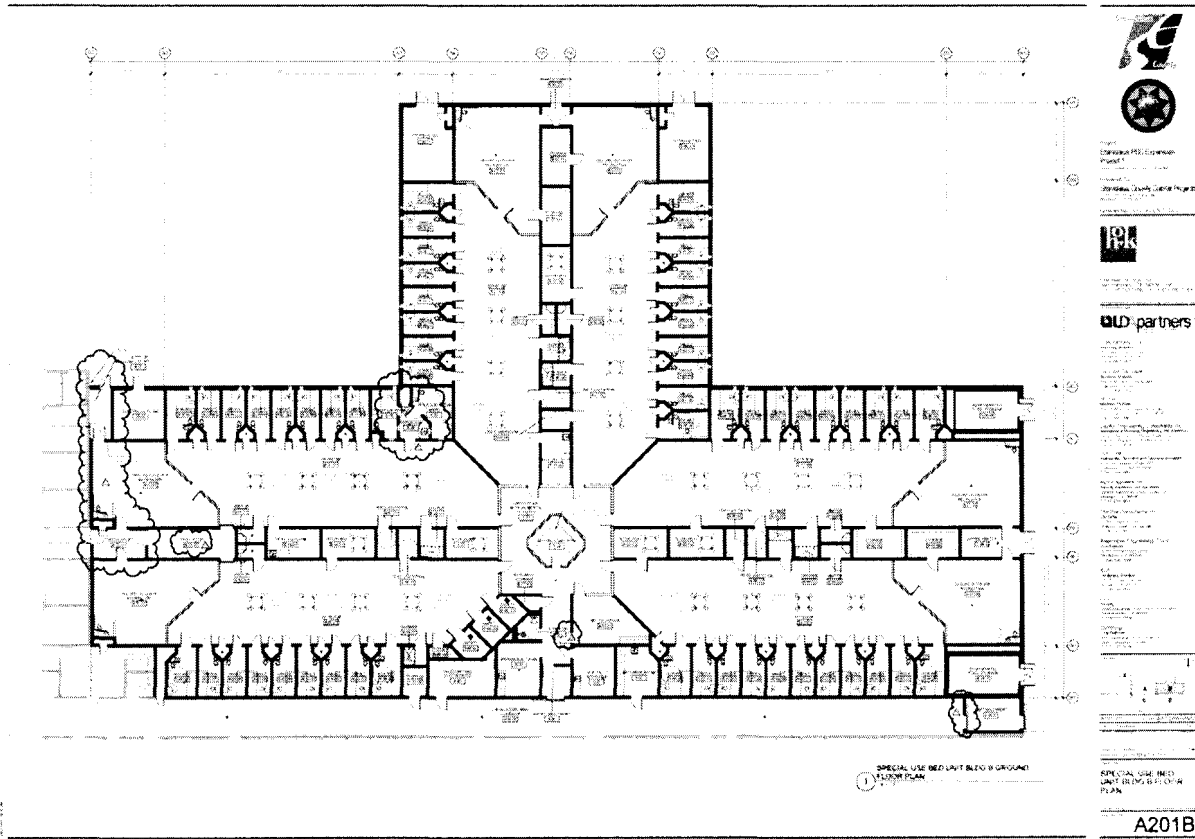
Site Plan:



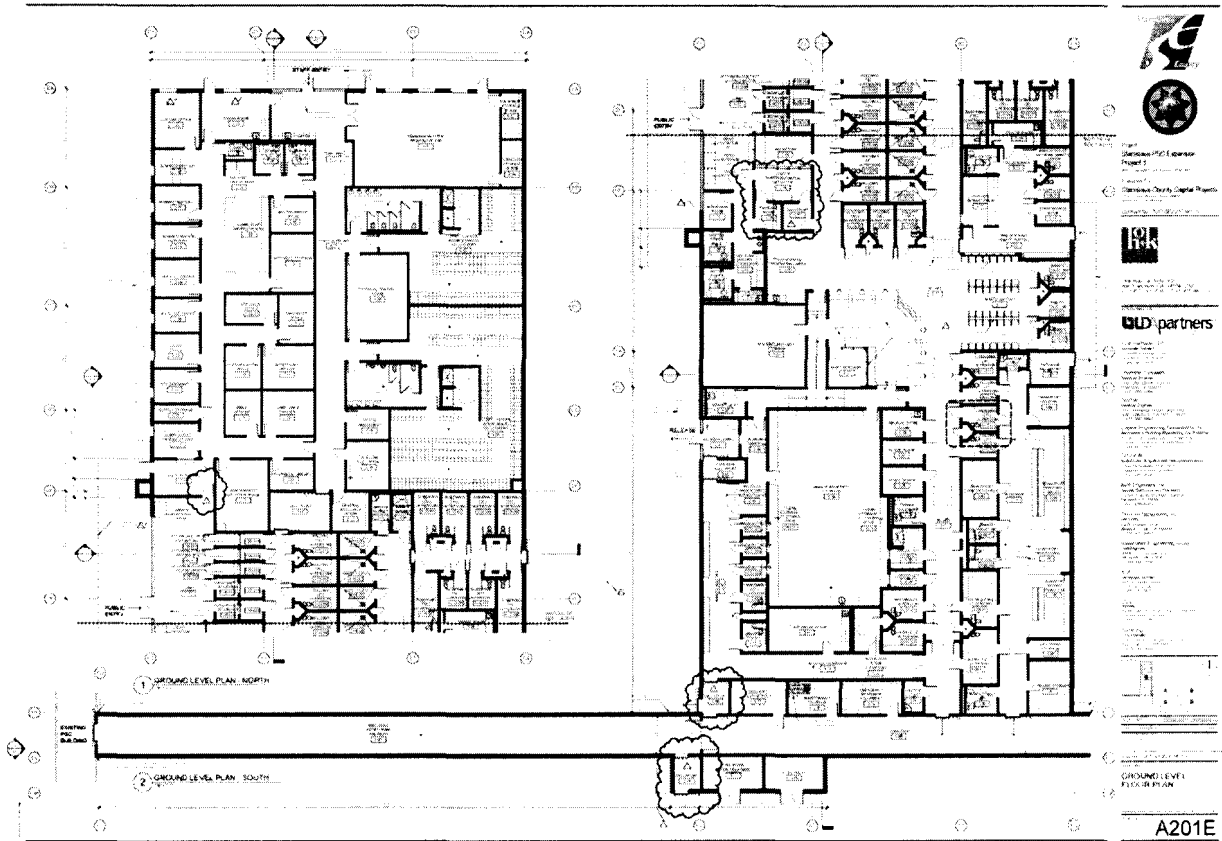
Project One (Maximum and Medical/Mental Health Housing)



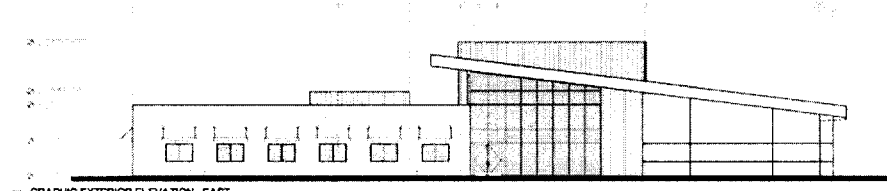
Project One (Maximum and Medical/Mental Health Housing)



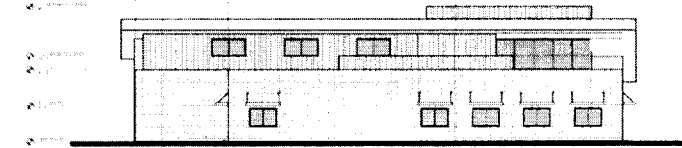
Project Three (Intake, Release and Transportation):



Project Two (Day Reporting Facility): This Project will be managed by existing Capital Projects Staff



GRAPHIC EXTERIOR ELEVATION - EAST



GRAPHIC EXTERIOR ELEVATION - SOUTH



Project #2 - Day Reporting Center
 Stanislaus County Sheriff's Office
 County of Stanislaus
 Stanislaus County Sheriff's Office



RPK Architects
 1000 N. Main Street, Suite 200
 Modesto, CA 95201
 (209) 528-1100
 www.rpkarchitects.com



LD partners
 1000 N. Main Street, Suite 200
 Modesto, CA 95201
 (209) 528-1100
 www.ldpartners.com

GRAPHIC EXTERIOR ELEVATIONS

A603

APPENDIX B

PAYMENTS FOR CONSTRUCTION MANAGEMENT SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated as of July 1, 2014, by and between URS Corporation, a Nevada Corporation, dba URS Corporation Americas, hereinafter referred to as "**CM**" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for professional construction management services.

1. The maximum payment to Construction Manager under this Agreement for the Project known as the Public Safety Center Project Three shall be for the lump sum amount not to exceed Six Hundred Sixty Nine Thousand Six Hundred Sixty Two (\$669,662.00) Dollars.
2. METHODS OF PAYMENT FOR CONSTRUCTION MANAGER'S SERVICES AND EXPENSES
 - 2.1. PRICING PROPOSAL. The entire Scope of Services for cost by CM shall be a fixed fee lump sum amount based on Respondent's estimate of the necessary time, materials, and equipment required to provide construction management services. CM Services are to be provided through March 2017. CM has provided the following:
 - a. A pricing proposal, detailed cost breakdown by line item the menu of services to be provided for Projects One and Three; and
 - b. Billing rates for CM services of key personnel.
 - 2.2. EXTENDED SERVICES. Proposer shall be required to extend services at the same rate for up to six months beyond the Project completion date should County seek extended services. The extended services pricing will remain in force for up to six additional months (September 2017) beyond the base CM services provided through March 2017.
 - 2.3. ADDITIONAL SERVICES. The County may also elect to contract for *Additional Services* under this Agreement for similar services on additional projects. The CM has provided Billing Rates for potential additional services/tasks of various key personnel. The Billing Rates shall remain constant throughout this Agreement, including for additional services, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason for the duration of the design-build construction of Project's One and Three.
3. TIMES OF PAYMENTS.
 - 3.1. Construction Manager shall be paid according to actual percentage of completion of basic Services as specified in paragraph 2.1, above.
 - 3.2. Construction Manager shall submit monthly statements for Basic and any Additional Services rendered and for Reimbursable Expenses incurred in a format acceptable to the County. The statements shall be based on Construction Manager's estimate of the proportion of completion of its services set forth above in Section 2.1, utilizing the Construction Manager's required work schedule organized by task. County shall promptly review Construction Manager's monthly statement, and provided it is acceptable, shall make prompt payment thereon.
4. DEFINITIONS.
 - 4.1. "Additional Services" mean services beyond the scope of the Services defined in this Agreement, provided that the Additional Services are not due to the errors and/or omissions of Construction Manager.

4.2 The "Billing Rates" are the hourly rates indicated on Exhibit 1 to this Appendix B attached hereto.

4.3 "Reimbursable Expenses Related to Additional Services" shall be limited to the specific expenses identified below while performing Additional Services. All other expenses are not reimbursable and are deemed included in the Billing Rate. The Reimbursable Allowance is included in the lump sum of this Agreement.

4.3.1. Travel Costs. The reasonable expense of travel costs incurred by Construction Manager when requested by County to travel to a location more than 50 miles from either the project site, the Construction Manager's office(s), or County's office, incurred performing Additional Services. Travel expenses shall be limited to \$0.25/mile for travel by automobile, and the actual expense for travel by other means. Any air travel shall be by common carrier at actual fare charged for economy or coach class. Lodging and meal expenses shall be reimbursed at the current rates applicable to County employees.

4.3.2. Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs incurred performing Additional Services.

4.3.3. Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.

4.3.4. Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.

4.3.5. Field Office Facilities. Providing and maintaining field office facilities, including furnishings and utilities incurred performing Additional Services.

4.3.6. Subconsultants. For Additional Services of subconsultants employed by Construction Manager to render Additional Services, the amount billed to Construction Manager therefore for general and administrative expenses.

4.3.7. Reimbursable Expenses. Reimbursable Expenses must be reasonable, incurred independently of expenses incurred on base scope contract work, and must be recorded separately of the base scope contract work with adequate supporting documentation; otherwise it is not recoverable.

END OF APPENDIX B

EXHIBIT 1 TO APPENDIX B

BILLING RATES FOR CONSTRUCTION MANAGEMENT SERVICES

This is an exhibit attached to, and made a part of, the Professional Services Agreement dated as of July 1, 2014 by and between URS Corporation, a Nevada Corporation, dba, URS Corporation Americas, hereinafter referred to as "**CM**" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for professional construction management services.

1. **BILLING RATES** - The Billing Rates for Additional Services beyond the scope of CM's Pricing Proposal are the following hourly rates:

Principal:	\$250.00
Construction Manager:	\$223.73
Contracts Administrator:	\$ 91.39
Estimator:	\$145.00
Project Engineer:	\$179.26
Scheduler:	\$130.00

2. **REIMBURSABLE EXPENSES** – Are included in the lump sum of this Agreement unless incurred in connection with Extended Services and tracked as required by the Agreement.

APPENDIX C

AB 900 TIMELINE

This preliminary Milestone Schedule is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated as of July 1, 2014 between the County of Stanislaus (the “**County**”), and URS Corporation, a Nevada Corporation, dba URS Corporation Americas, licensed to do business in California (“**CM**”) providing for professional services. Construction Manager understands that the dates within this preliminary Milestone Schedule may change as the design-build phase of the Project is performed. Construction Manager further understands that the total construction time for the Project, which is funded by State of California lease revenue financing bonds, cannot exceed 36 months, measured from the date construction is commenced to the date construction is completed.

	Date	Responsible Entity	Task	Description
1.	8/16/13	County	1	<ul style="list-style-type: none"> Transmit to BSCC / DOF: <ol style="list-style-type: none"> Revised Action Items for Design-Build Project –Key Dates Summary Draft of Revised Carveouts for Projects 1 and 2 Narrative of Critical Work for Project 1 Outside Carveout Revised Budget Summary Table
2.	8/27/13	Board of Supervisors (BOS)	2	<ul style="list-style-type: none"> BOS approval of “Schematic Design Drawings” – Projects 1, 2, and 3 BOS approval of Site Development Study BOS approval of Day Reporting Center site BOS approval to issue RFSOQ to prequalify design-build teams BOS resolution requesting BSCC consider possible scope change from two 192-max units to two 240-max units
3.	9/6/13	BSCC / SFM / CDCR	3	<ul style="list-style-type: none"> Submit completed “Schematic Design Drawings” for Projects 1 and 2 (Jail Expansion and Day Reporting Center) with Preliminary Operational Program Statement (per Title 24) (Meets 18-month deadline from Award of Funding)
4.	10/17/13	SFM	3	<ul style="list-style-type: none"> Earliest date SFM may provide comments on schematic design
5.	10/21/13	BSCC / DOF	1	<ul style="list-style-type: none"> Deadline to submit draft PDCA and BSCC Agreements to County

6.	10/29/13	BOS	3	<ul style="list-style-type: none"> • BOS approval of transmission of Performance Criteria and Concept Drawings to SFM • BOS approval of Operational Statement and Staffing Plan(per Title 15) • BOS approval of Construction Management Plan • BOS approval of Analysis of Facility Costs
7.	10/30/13	County	3	<ul style="list-style-type: none"> • Transmit Performance Criteria and Concept Drawings to SFM and BSCC and CDCR and DOF
8.	10/30/13 – 12/29/13 (60 days)	SFM / BSCC / CDCR (CD to DOF)	3	<ul style="list-style-type: none"> • Review Performance Criteria and Concept Drawings
9.	11/12/13	County	1	<ul style="list-style-type: none"> • BOS Approve template PDCA and BSCC
10.	11/14/13	County		<ul style="list-style-type: none"> • Issue Request for Statement of Qualifications for All Three Projects (Procurement Phase 1)
11.	11/14/13 @ 10 a.m.	All Parties	2	<ul style="list-style-type: none"> • Mandatory DGS Meeting Once Proposed Siting of DRC is Finalized
12.	12/8/13	DGS	1	<ul style="list-style-type: none"> • Deadline to transmit deliverables for Real Estate Due Diligence for 1/13/14 SPWB Meeting (this allows 5-week turnaround to submit approval letter to BSCC)
13.	12/12/13 @ 2 p.m.	County		<ul style="list-style-type: none"> • SOQ's due for all three projects
14.	12/13/13	SPWB	1, 3	<ul style="list-style-type: none"> • Finalize Task 1; Approve PDCA • Approve Performance Criteria and Concept Drawings – Projects 1 and 2 (Jail Expansion and Day Reporting Center)
15.	12/13/13	County		<ul style="list-style-type: none"> • Transmit Performance Criteria and Concept Drawings to SFM and BSCC and CDCR and DOF
16.	12/20/13	CDCR / DOF	2	<ul style="list-style-type: none"> • Deadline to transmit consent to Ground Lease / Right of Entry
17.	1/10/14	Projects 1 & 2		<ul style="list-style-type: none"> • Submit Cash Flow to BSCC and DOF to get on April 16th PMIB Meeting
18.	1/13/14	County	5	<ul style="list-style-type: none"> • Send RFP to John Prince

19.	2/7/14	BSCC **Ground Lease no longer requires approval by SPWB	2, 3, 4, 5	<ul style="list-style-type: none"> • Approve Complete Due Diligence / CEQA • Executed BSCC Agreement • Approve Ground Lease • Approve revised Budget Summary Table • Approve Scope of Request For Proposals (RFP) • Approve Detailed Cost Estimate by Phase • Approve Project Schedule
20.	2/7/14	DOF	5	DOF Approval of RFP
21.	2/11/14	BOS	1	<ul style="list-style-type: none"> • Approve pre-qualified design-build teams and key engineers and subcontractors • Approve final Bridging Documents (assuming SFM comments received on Project 3) • Approve final RFP
22.	2/12/14	County	5	Issue RFP for Projects 1, 2 and 3
23.	2/14/14	CM		Issue CM RFP
24.	2/27/14	Projects 1, 2, 3		Pre-Proposal Conferences and Site Visits for Projects 1, 2, and 3
25.	3/14/14	CM		CM Proposals Due
26.	3/17-18/14	CM		Evaluate CM Proposals
27.	3/19/14	Project 2		Proposals Due
28.	3/20-21/14	Project 2		Evaluate Proposals
29.	3/24/14	Project 2		Selection of Design-Build Teams for Interview (Project 2)
30.	3/24-28/14	Project 2		Notification Period for Interview Selection
31.	3/27/14	Projects 1 and 3		Proposals Due
32.	3/27-4/1/14	Projects 1 and 3		Evaluate proposals
33.	4/1/14	Projects 1 and 3		Selection of Design-Build Teams for Interview (Projects 1 and 3)
34.	4/1-8-14	Projects 1 and 3		Notification Period for Interview Selection
35.	4/3-7/14	Project 2		Interviews
36.	4/9-11/14	Projects 1 and 3		Interviews
37.	4/11/14	Projects 1 and 3		Notice of Intent to Short List to 3 Proposers

38.	4/14/14	Project 2		Notice of Intent to Award (Project 2)
39.	4/14-18-14	Project 2		Notification Period for Award of Project 2
40.	4/16/14	CM		CM Interviews
41.	4/18/14	CM		Negotiate CM Contract
42.	4/21/14	Project 2		Opportunity to resolve any appeals
43.	4/22/14	Projects 1 and 3		Opportunity to resolve any appeals
44.	4/29/14	Project 2 Projects 1 and 3	6	<ul style="list-style-type: none"> • BOS Conditional Award of Design-Build Contract • BOS Approve Final 3 Design-Build Teams and Stipends • BOS Award CM Contract
45.	4/30/14	CDCR	6	<ul style="list-style-type: none"> • Transmit BOS Resolution regarding Project 2 • Transmit revised 3-page Estimate for Project 2
46.	4/14-5/4/14	Projects 1 and 3		Opportunity for 3 Shortlist Proposers to Revise Submissions
47.	5/5, 6, 8/14	Projects 1 and 3		<ul style="list-style-type: none"> • Confidential Meetings No. 1 (Procurement Stage 3) (3 hours each for a total of 9 hours)
48.	5/21/14	PMIB	4	Approve Loan Request
49.	6/2 and 3/14	Projects 1 and 3		<ul style="list-style-type: none"> • Confidential Meetings No. 2 (Procurement Stage 4) (Possibly at Proposer's offices) (2 hours each for a total of 6 hours)
50.	6/17/14	Projects 1 and 3	6	<ul style="list-style-type: none"> • BOS Conditional Award of D-B Contract (<i>Night Board Mtg</i>)
51.	6/18/14	CDCR	6	<ul style="list-style-type: none"> • Transmit BOS Resolution regarding Project 1 • Transmit revised blackout sheet • Transmit revised 3-page Estimate
52.	6/25/14	DOF	6	<ul style="list-style-type: none"> • Award Design Build Contract for Projects 1 and 2 • Approve revised blackout sheet
53.	June – Aug 2014	Project 2		Complete All Construction Drawings
54.	June 2014 – Jan 2015	Project 3		Complete All Construction Drawings
55.	June 2014 – June 2015	Project 1		Complete All Construction Drawings

56.	June – Aug 2014	Projects 1 and 3		Prepare Initial Submittal of Construction Drawings (Site Plan, Overexcavation and Utilities)
57.	Sep – Oct 2014	Projects 1 and 2		SFM and BSCC Review of <ul style="list-style-type: none"> • Initial Construction Drawings for Projects 1 and 3; and • Completed Construction Drawings for Project 2 (60-day review period)
58.	November 2014 – June 2015	Project 2		Construction / Substantial Completion (Each phase of construction will commence after SFM approval of design for that phase)
59.	November 2014 – October 2016	Projects 1 and 3		Construction / Substantial Completion (Each phase of construction will commence after SFM approval of design for that phase)
60.	Jan – Feb 2015	Project 3		SFM review of Completed Construction Drawings (60-day review period)
61.	July – Aug 2015	Project 2		Final Completion
62.	Sep – Nov 2015	Project 2		Occupy
63.	Nov – Dec 2016	Projects 1 and 3		Final Completion
64.	Jan – Mar 2017	Projects 1 and 3		Occupy

END OF APPENDIX C

APPENDIX D

DELIVERABLES FOR CONSTRUCTION MANAGEMENT SERVICES

This is an appendix attached to, and made a part of, the Agreement dated as of July 1, 2014 by and between URS Corporation, a Nevada Corporation, dba URS Corporation Americas, hereinafter referred to as "CM" and the County of Stanislaus, hereinafter referred to as "County" providing for professional construction management services.

Construction Manager's deliverables under the Agreement are enunciated throughout the RFP and include but are not limited to the following:

1. **PROJECT DELIVERABLES**

- 1.1 Construction Manager's task lists for County's coordination of its activities.
- 1.2 Monthly Progress Reports.

2. **CONSTRUCTION MANAGEMENT SERVICES**. The deliverables considered part of construction specific management services are defined in this Appendix D and include, but are not limited to, the following deliverables:

- 2.1 All memoranda, minutes, reports and written comments documenting the pre-construction conference and the weekly Project meetings, the Construction Manager shall conduct for County during construction and close-out of the project.
- 2.2 Maintain daily digital progress photographs during the course of construction and upload those photographs daily into the Project's electronic construction management system. (i.e. Prolog)
- 2.3 Validate and negotiate scope changes and costs of change proposal requests for scope changes exceeding \$1,000.
- 2.2 One record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, approved shop drawings, product data, samples and required submittals maintained by Construction Manager for County at County's operations office.
- 2.3 Construction Manager's written recommendation to accept or reject Contractor's CPM Schedule, monthly audit of Contractor's schedule, and monthly recommendations regarding changed conditions adjustments or actions.
- 2.4 Contractor's monthly schedule and Construction Manager's monthly schedule analysis.
- 2.5 Progress Payment Reports and written recommendations to County regarding monthly amounts to pay Contractor based on value of work in place and stored materials.
- 2.6 Log of Contractor Proposal Requests, RFI's, and Change Orders maintained for County.
- 2.7 Construction Manager's written recommendation to accept or reject Contractor-proposed contract modifications with supporting independent estimates analysis and documentation.
- 2.8 Construction Manager's written recommendation to accept or reject Contractor claims with supporting analysis and documentation.
- 2.9 All required operation manuals, system/equipment training, and warranties, all keys, record drawings and maintenance stocks.

2.10 During Project Closeout, written report recommending acceptance or rejection of completed work and recommendations on releasing final payment and issuing Notice of Completion to Contractor.

2.11 During Project Closeout, written report identifying all warranty items, lengths of warranty periods, and names and addresses of contact personnel.

2.12 During Project Closeout, written Final Project Report including: final cost of Project, explanation of any deviations from original estimated cost, summary of scheduled and actual completion dates and explanation of any deviations from original estimated dates.

END OF APPENDIX D

APPENDIX E

CONSTRUCTION MANAGEMENT INSURANCE REQUIREMENTS

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated as of July 1, 2014 between the County of Stanislaus (the “**County**”), and URS Corporation, a Nevada Corporation, dba URS Corporation Americas, licensed to do business in California (“**CM**”) providing for professional services.

1. CM’s Duty to Show Proof of Insurance. CM, in order to protect County and State and their board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CM’s acts, errors, or omissions in connection with the performance of CM’s obligations, as required in this Agreement, shall secure and maintain insurance as described below. CM shall not perform any work under this Agreement until CM has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County’s authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, CM shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. CM shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. CM shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by CM or County as an additional insured.

1.1 Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CM’s performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. CM shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

1.3 Workers’ Compensation Insurance

CM shall submit written proof that CM is insured against liability for workers’ compensation in accordance with the provisions of section 3700 of the California Labor Code. CM shall require any Subconsultants to provide workers’ compensation for all of the Subconsultants’ employees, unless the Subconsultants’ employees are covered by the insurance afforded by CM. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code

section 3700, CM shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. CM shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

1.4 Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.5 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

1.6 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, CM, at CM's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **Insurance terms and conditions:**

2.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by CM shall be maintained until the completion of all of CM's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by CM shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by CM in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. CM shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

2.2 Stanislaus County as Additional Insured

On CM's Commercial General Liability and Automobile policies, the County of Stanislaus, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

2.3 State of California as Additional Insured

On CM's Commercial General Liability and Automobile policies, the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form

CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

2.4 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

2.5 If CM is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CM shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CM is equivalent to the above-required coverages.

2.6 All insurance afforded by CM pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County, its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their officers, agents, and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CM. A waiver of right of recovery (waiver of subrogation) is only required when CM's personnel deliver services or performs service for the County while on County property.

2.7 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CM for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

2.8 Failure by CM to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CM. County, at its sole option, may terminate this Agreement and obtain damages from CM resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to CM, County shall deduct from sums due to CM any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to CM pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, CM agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve CM of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2.9 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

2.10 County may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Construction Manager and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Construction Manager's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Construction Manager and its subconsultants by virtue of the County's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Construction Manager's and subconsultants policies. Construction Manager and its subconsultants shall afford County

access to their books and records and cooperate with County in verifying the amount of savings realized.

END OF APPENDIX E

APPENDIX F

STAFFING PLAN FOR CONSTRUCTION MANAGEMENT SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Professional Services Agreement dated as of July 1, 2014, by and between URS Corporation, a Nevada Corporation, dba URS Corporation Americas, hereinafter referred to as "CM" and the COUNTY OF STANISLAUS, hereinafter referred to as "County" providing for professional services for the County's Public Safety Center Project.

ARTICLE 1 – CONSTRUCTION MANAGER'S STAFFING PLAN

1.1 Construction Manager's Staffing Plan is appended to this Appendix F as Exhibit 1, and identifies staff by position, name, responsibility, rate, planned level of effort, projected hours, and his or her planned periods of involvement with the Project ("**Staffing Plan**"), including but not limited to the following:

Name	Responsibility
Michael Egge	Construction Manager
TBD	Estimator
TBD	Contracts Administrator
TBD	Office Engineer
Eric Ertman	Project Engineer

1.2 Staffing in organization chart format is also provided.

ARTICLE 2 – KEY PERSONNEL AND SUBCONSULTANTS

2.1 Construction Manager's Key Personnel are identified in the Agreement Form and their resumes annexed to this Appendix F.

ARTICLE 3 – CHANGES TO KEY PERSONNEL AND ADDITIONS TO STAFFING PLAN

3.1 For Key Personnel, Construction Manager shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without County's prior written approval.

3.2 For personnel initially identified in the Staffing Plan by position only, Construction Manager shall submit for review, comment and approval, resumes of each person proposed to fill each position, and/or replacements to personnel once approved, showing such person's experience and qualifications to fill such position. Such added personnel ("Added Personnel") shall be added to Construction Manager's staff as necessary, but subject to approval by County.

3.3 Unless directed to reduce staff by County, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten (10) days thereof, Construction Manager shall propose a replacement person for County's approval pursuant to the following process:

3.4 Construction Manager shall prepare and submit to County for its review, comment and approval, a proposal listing all personnel that Construction Manager proposes to assign to the Project as replacement, and the proposed duration of each such assignment.

3.5 Within fifteen (15) days following Construction Manager's submittal of the proposal and resumes, County shall either give its written approval of such submission or provide comments. In the event County approval is withheld, Construction Manager, in response to such comments, shall promptly, but no later than five (5) business days after receipt of County's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to County for its approval, and such process shall continue until County approves Construction Manager's proposed staffing. Such approvals shall not be unreasonably withheld.

3.6 For replacement of Key Personnel, Construction Manager shall be subject to liquidated damages as described below, and also may not receive reimbursement for substitute personnel in amounts greater than would have been paid for the initial Key Personnel.

3.7 County may, in its sole discretion, direct Construction Manager to add to or reduce Construction Manager's staff to meet changing Project requirements.

ARTICLE 4 – UNSATISFACTORY PERSONNEL

4.1 Construction Manager shall remove any person employed by Construction Manager or any subconsultant whom County may deem incompetent, improper or a hindrance to the progress of any Work or Services on the Project, and in the event of any such removal, Construction Manager shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, Construction Manager shall propose properly experienced and qualified replacement personnel for County approval, pursuant to the same process as is described in Article 3 above.

ARTICLE 5 – LIQUIDATED DAMAGES FOR KEY PERSONNEL

5.1 Construction Manager and County agree that the personal services of the Key Personnel is a material term of the Agreement, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the County, the measure of which would be impractical or extremely difficult to fix, and in lieu of which County and Construction Manager have agreed to liquidated damages as described below.

5.2 County may assess and Construction Manager shall accept liquidated damages in the amount of three (3) times the gross monthly salary for unauthorized substitutions of any Key Personnel.

5.3 No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, or resignation of Key Personnel.

5.4 County in its sole discretion may elect to waive, reduce or delay implementation of liquidated damages.

END OF APPENDIX F

APPENDIX G

BRIDGING ARCHITECT RESPONSIBILITIES

This is an Appendix attached to, and made a part of and incorporated by reference to the Professional Services Agreement dated _____, 2014, by and between _____, hereinafter referred to as "CM" and the COUNTY OF STANISLAUS, hereinafter referred to as "County" providing for professional services for the County's Public Safety Center Project.

PAYMENTS TO BRIDGING ARCHITECT

1. Maximum Payment

1.1 County shall pay Bridging Architect an agreed-upon sum for Basic Project Services.

1.2 Excluding Additional Services only, the Maximum Payment to Bridging Architect for Services performed under this Agreement shall not exceed progress on the Project Services described in Appendix A, Services to be Performed by Bridging Architect, the stated budget for the Services, and the percentage allowances under Paragraph 2.2 below.

1.2 For purposes of this Appendix B, all work performed by Bridging Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Bridging Architect's payments due under this Agreement. The Maximum Payment to Bridging Architect described above shall apply in all circumstances except Additional Services.

1.3 Bridging Architect's fee for this Project shall not exceed \$_____.

This measure shall constitute Bridging Architect's full compensation for its work.

1.4 County's Allowance. Bridging Architect's fee includes and allowance of _____ ("County's Allowance"). Payment of amounts from County's Allowance shall be subject to County's approval and shall be administered to Bridging Architect through written Authorizations approved by the County's Project Manager.

1.4.1 County will authorize and direct Bridging Architect regarding provisions in this Paragraph 1.4. County shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from County's Allowance. Generally, Allowance funds will be used only for those purposes enunciated in Paragraph 8.3 of this Appendix A.

1.4.2 The actual cost of Additional Services for which the County's Allowance is provided includes, without limitation, labor, overhead, profit, and other associated expenses approved by County. There will be no mark up or fee on allowances.

1.4.3 Funds authorized for Additional Services using County's Allowance will not be released for payment unless County has authorized Allowance work in writing. Unused Allowance amounts at Project completion shall reduce Bridging Architect's fee accordingly.

1.5 If County changes the scope of the Project referenced in Appendix A Paragraph 1.1, either increasing or decreasing the scope of Bridging Architect's Services, then the parties shall calculate an amended lump sum fee based upon the revised Project value. If County changes Project scope after Bridging Architect has commenced work on the Project, then the parties shall agree upon an equitable adjustment limited by the original fee for the Project, Bridging Architect's incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

1.6 All Reimbursable expenses must be included in the not-to-exceed proposed price.

2. Methods of Payment for Services and Expenses of Bridging Architect

2.1 For Basic Services on the Project: County shall pay Bridging Architect for basic services rendered under Appendix A a sum not exceeding the Maximum Payment Amount for the Project identified in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase. Within each phase listed in Paragraph 2.2 below, Bridging Architect shall be paid according to its percentage completion of each phase.

2.2 Maximum Payment to Bridging Architect by Phase

<u>PHASE</u>	<u>AMOUNT</u>
Program Verification Phase	10%
Schematic Design Phase	35%
Bridging Phase	45%
Design Build Procurement Phase	10%
TOTAL BASIC SERVICES	100%

2.2.1 Retention: The County shall pay the Bridging Architect for Services rendered in an amount not to exceed the option totals set forth in Section 2.2, less 5% retention in accordance with Civil Code Section 3320. County and Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon award of the design build construction contract.

2.2.2 Additional Services during the Construction Phase: If requested in writing by the County, the Bridging Architect may be required to perform work during the construction phase of the project. If additional services are needed by the County, the County will issue a work authorization describing the additional work. The Bridging Architect will be compensated as Additional Service per paragraph 2.3.

2.3 **Additional Services** County shall pay Bridging Architect for Additional Services rendered under Appendix A as follows:

2.3.1 General. For Additional Services of Bridging Architect's principals and professional and technical staff engaged directly on the Project and rendered pursuant to Appendix A Paragraph 8, on the basis of a lump sum negotiated between the parties, or, at County's option, at the Billing Rates (as defined below).

2.3.2 Subconsultants. For Additional Services of Subconsultants employed by Bridging Architect to render Additional Services pursuant to Appendix A Paragraph 8, the amount billed to Bridging Architect.

2.3.3 Hourly Basis. For Additional Services on an hourly basis, Bridging Architect agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the County.

2.3.4 Reimbursable Expenses. Except as set forth in Paragraphs 2.3.5 and 2.3.6 below, County shall pay Bridging Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services.

2.3.5 Other Expenses. For expenses not required by the Agreement, the County shall reimburse the following expenses at a rate of 1.10 time cost, whether incurred on Basic Services or Additional Services: any plotting of Drawings, Specifications and Bidding

Documents in addition to the original set plus one plot; and fees paid to government agencies on behalf of the County.

2.3.6 Photocopying and Postage. On Basic Services, County shall pay Bridging Architect 1.10 times cost for expenses for plotting, photocopying and postage.

3. Times of Payments

3.1 Bridging Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services as specified in Paragraph 2.2 above.

3.2 Bridging Architect shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based on Bridging Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The County shall promptly review Bridging Architect's monthly statement, and provided it is acceptable, shall promptly make payment thereon.

4. Definitions

4.1 **"Bridging Architect's Billing Rates"** apply to all Bridging Architects' professional personnel (Bridging Architect's and drafters) engaged directly on the Project listed below. Bridging Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, Bridging Architect's Billing Rates are attached as an Exhibit to this Appendix B.

4.2 **"Reimbursable Expenses"** mean actual expenses incurred by Bridging Architect or Subconsultants in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and if authorized in advance by the County, overtime work requiring higher than regular rates.

4.2.1 Reimbursable Expenses shall not include Local Travel.

4.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Bridging Architect.

4.2.3 **"Local Travel"** means travel between Bridging Architect's offices and Stanislaus County, and travel to any location within a fifty-mile radius of either Bridging Architect's office or Stanislaus County.

BRIDGING ARCHITECT DELIVERABLES

Bridging Architect's deliverables under the Agreement are as follows. Bridging Architect shall submit to County all designs and drawings on CD or external hard drive format in Auto CAD format, Adobe Acrobat (PDF) format; and specifications in Microsoft Word and/or Microsoft Excel format, and Acrobat Adobe (PDF) format; and hard copy format:

1. Not Used.

2. Program Verification Phase Deliverables

2.1 The Bridging Architect will review the County's Program, budget, and time table and will confirm in writing that the project can be designed and constructed for the budget and within the time

allowed.

2.2 The Bridging Architect will develop alternative conceptual plans and provide a general economic analysis of County's program requirements applicable to various design alternatives including, but not limited to, structural, mechanical, electrical, plumbing, fire safety, electronics, and security systems.

2.3 Coordination. The Bridging Architect shall provide written recommendations on coordination of design, procurement and construction efforts among the three projects that comprise the County's Public Safety Center Jail Expansion Project.

3 Schematic Design Phase The deliverables required by the Schematic Design Phase are defined in Paragraph 4 of Appendix A and include, without limitation, the following:

- 3.1 Written recommendations on required additional information and data.
- 3.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 3.3 Schematic layouts, sketches and conceptual design criteria, with supporting reports and exhibits.
- 3.4 Opinion of probable construction costs.
- 3.5 Work phasing recommendations.
- 3.6 Information and diagrams for required meetings.
- 3.7 Report of interfacing meeting with County groups.

4 Bridging Documents Phase The deliverables required by the Bridging Documents Phase are defined in Paragraph 5 of Appendix A and include, without limitation, the following:

- 4.1 Reports on whether further data, information or permits or reports are needed.
- 4.2 Written design criteria for mechanical and electrical systems.
- 4.3 Design of the Security Electronics System.
- 4.4 Information and diagrams for required meetings.
- 4.5 Comprehensive update on estimates on probable Construction Costs and times of completion.
- 4.6 Recommendation of supplementary conditions to the Construction Contract and additional bidding requirements
- 4.7 Written certification the project can be designed and constructed within the budget.

5 Procurement Phase The deliverables required by the Procurement Phase are defined in Paragraph 6 of Appendix A and include, without limitation, the following:

- 5.1 Written addenda (where necessary).
- 5.2 Written determinations regarding proposed substitutes.
- 5.3 Review of Proposal Documents from Design Build Teams

- 5.4 Participate in Interviews of the Design Build Teams
- 5.5 Written acceptance or rejection of requests for substitution along with data substantiating basis for decision.
- 5.6 Summary report on workshop discussions.
- 5.7 Technical Review report regarding compliance of submission with design criteria.
- 5.8 Identification of areas requiring clarification.
- 5.9 Summary of items to be clarified as part of award process.

6 Design Build Phase The deliverable required by the Design Build Assistance Phase are defined in Paragraph 7 of Appendix A and include, without limitation, the following:

- 6.1 Technical Review report regarding compliance of submission with design criteria;
- 6.2 Written determination of findings regarding any requested deviations; and
- 6.3 Written comments on shop drawings and related submittals.
- 6.4 At a minimum, the HOK team intends to provide formal reviews of the following:
 - 6.4.1 Cell construction
 - 6.4.2 Physical security components (doors, hardware, etc.)
 - 6.4.3 Security electronics
 - 6.4.4 Mission critical mechanical and electrical systems
 - 6.4.5 Security furnishings

7 Project Completion Phase

- 7.1 Consolidated set of reproducible record documents, together with consolidated electronic files of the documents for the entire Project.
- 7.2 Design-Build Contractor-supplied Operating and Maintenance (O&M) Manuals
- 7.3 Report from inspections of the Project for substantial completion, final completion and punchlist walk.

END OF APPENDIX G

FORM OF PROFESSIONAL SERVICES AGREEMENT

STANISLAUS COUNTY

Professional Services Agreement

with

**URS Corporation, a Nevada Corporation, dba, URS Corporation Americas
for**

CONSTRUCTION MANAGEMENT SERVICES

for

STANISLAUS COUNTY PUBLIC SAFETY CENTER

Ceres, California

April 30, 2014

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF STANISLAUS AND
CONSTRUCTION MANAGER**

This Professional Services Agreement (the “**Agreement**”) is dated as of July 1, 2014 and is by and between the County of Stanislaus, a political subdivision of the State of California (“**County**”) and URS Corporation, a Nevada Corporation, dba URS Corporation Americas, licensed to do business in California (“**Construction Manager**,” “**CM**,” or “**Consultant**”) relating to Construction Management Services for the Public Safety Center Project.

Recitals

WHEREAS, County wishes to retain CM to provide construction management and related services for the Public Safety Center Project;

WHEREAS, CM was selected by means of County’s consultant selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by County as set forth in this Agreement, and that their performance of such services will conform to the highest standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, Government Code sections 31000 and 53060 permit the County Board of Supervisors to enter into agreements for expert professional temporary services with individuals specially trained and experienced and competent to perform those services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

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

AGREEMENT

1. Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

“Agreement”	This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Construction Management Services), <u>Appendix B</u> (Payments for Construction Management Services), <u>Appendix C</u> (AB 900 Timeline), <u>Appendix D</u> (Deliverables for Construction Management Services), <u>Appendix E</u> (CM Insurance Requirements), and <u>Appendix F</u> (Staffing Plan for Construction Management Services) attached hereto.
“Bridging Architect”	Hellmuth, Obata & Kassabaum, Inc.
“Contract Documents”	As defined in the County’s contract with Design-Build Contractor
“Contractor” or “Design-Build Contractor”	Any design-build contractor engaged by the County for the design and construction of the Project.
“Construction Manager”	URS Corporation, a Nevada Corporation, dba, URS Corporation Americas, licensed to do business in California, URS Corporation Americas, Crown

	Corporate Center, 2870 Gateway Oaks Drive, Suite 150, Sacramento, CA 95833, Ph: 916.679.2004, Fax: 916.679.2900.
"County"	County of Stanislaus
"Project"	The Stanislaus County Public Safety Center Project One in Ceres, California described in <u>Appendix A</u> , Construction Management Services.
"Services"	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, construction management, and administrative services.
"Subconsultants"	Construction Manager's consultants, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

2.1 All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project.

3. Services CM Agree to Perform

- 3.1 CM shall perform all Services described in Appendix A, Construction Management Services, attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 Construction Manager may recover compensation for extended services as set forth in Appendix B.
- 3.3 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, CM shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.
- 3.4 Appendix G, Bridging Architect Responsibilities, contains various terms from County's contract with Bridging Architect, and is provided for information purposes only.

4. Compensation

- 4.1 County shall pay Construction Manager compensation according to the process established in Appendix B "Payments for Construction Management Services".
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Construction Manager for any payment period on the Project, until County receives all deliverables required under Appendix D "Deliverables for Construction Management Services", for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Construction Manager has partially completed one or more deliverables due during a payment period, and if Construction Manager demonstrates diligent progress thereon, then County may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County. County shall not be liable for, and CM shall not be entitled to, any payment for Services performed before this Agreement's execution.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County's receipt of any requested documentation verifying the claimed amount(s) and County's determination that the amount is due under the terms of this Agreement. County shall advise CM, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable

satisfaction of County including, without limitation, CM's transmittal of all deliverables to County required by Appendix A, Construction Management Services, and Appendix D, Deliverables for Construction Management Services.

- 4.4 Invoices furnished by CM under this Agreement must be in a form acceptable to County. All amounts paid by County to CM shall be subject to audit by County. Payment shall be made by County to CM at the address stated in Paragraph 6.1 below.
- 4.5 County may set off against payments due CM under this Agreement any sums that County determines that CM owes to County because of their errors, omissions, breaches of this Agreement, delays or other acts that caused County monetary damages. Prior to exercising such right, County must demand and attend mediation pursuant to Paragraph 21.3 below of this Agreement, to be attended by County, CM, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the County's demand, then the Stanislaus County Superior Court may upon application by any party make such selection for the parties. If a party other than County refuses to mediate under this Section 4.5, then County shall have satisfied its obligations under this Paragraph.

5. Maximum Costs

- 5.1 County's obligation hereunder shall not at any time exceed the amount approved by County's Board of Supervisors and approved by County for payment to the CM pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, County has not authorized its Supervisors, employees, officers and agents to request Construction Manager to perform Services or to provide materials, equipment and supplies that would result in Construction Manager performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the County amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.3 County shall not reimburse CM for Services, materials, equipment or supplies provided by CM beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, County and CM shall direct all communications to each other as follows:

Stanislaus County

Patricia Hill Thomas, Project Manager
thomasp@stancounty.com
1010 Tenth Street, Suite 6800
Modesto, CA 95354

Construction Management Firm

Tim Murchison, CCM
tim.murchison@urs.com
Vice President and Central Valley CM/PM Office Manager
URS Corporation Americas
Crown Corporate Center

2870 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of CM. CM shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by CM.
- 6.3 Construction Manager agrees that all professional personnel assigned to the Project will be those listed in its proposal dated **March 14, 2014**, Exhibit 1 to Appendix E, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Construction Manager and because of the termination of such employment no longer able to provide Services. However, Construction Manager agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with replacement of personnel shall be borne exclusively by Construction Manager. Resumes for all listed professional personnel are attached via Exhibit 2 to Appendix F, and by this reference incorporated herein.
- 6.4 Construction Manager agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Construction Manager shall not charge County for the cost of training or "bringing up to speed" replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Construction Manager's cost.

7. Representations

- 7.1 CM represent that they have reviewed Appendix A, Construction Management Services, and that in their professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments for CM Services, and within the times specified in Appendix C, AB 900 Timeline.
- 7.2 CM represent that they are qualified to perform the Services and that they possess, and will continue to possess at their sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. CM also represent that they have knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 7.3 Construction Manager represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the high standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.4 The granting of any progress payment by County, or the receipt thereof by CM, or any inspection, review, approval or oral statement by any representative of County or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CM for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), CM shall defend (including providing legal counsel reasonably acceptable to County at no cost to County), indemnify and hold harmless State of California, County and its Supervisors, officers, agents, departments, officials, representatives, employees, and volunteers (collectively "**Indemnitees**")

from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of CM or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness or willful misconduct of Construction Manager, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

- 8.2 CM shall defend (including providing legal counsel reasonably acceptable to County at no cost to County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 County shall include a provision in the contract with the Design-Build Contractor on the Project requiring the design build contractor to indemnify CM for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the contract with the design build contractor on the Project requiring the design build contractor to name CM as additional insured's on its Comprehensive General Liability insurance coverage. CM shall review the construction contract prior to bidding. The risk of an inadvertent omission of such provisions shall lie with CM.

9. Liability of County

- 9.1 Except as provided in Appendix A, Construction Management Services and Appendix E, Construction Management Insurance Requirements, County's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 3, 4, and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- 9.3 County shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by any of its employees, even though such equipment be furnished, rented or loaned to CM by County. The acceptance or use of such equipment by CM or any of its employees shall be construed to mean that CM accepts full responsibility for and shall exonerate, indemnify, defend and save harmless County from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CM, its employees, County employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County or Construction Manager may have under this Agreement or any applicable law. All rights and remedies of County or Construction Manager, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 CM shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which CM perform the Services required by the terms of this Agreement. CM shall be fully liable for the acts and omissions of it their Subconsultants, employees and agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Construction Manager. CM acknowledge that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 CM shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 CM shall make their designated representative available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Construction Manager's Services only and not as to the means by which such a result is obtained.

11. Insurance

- 11.1 Prior to execution of this Agreement, CM shall furnish to County Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix E, Construction Management Insurance Requirements, which are attached and made a part of this Agreement. CM shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event CM fails to maintain any required insurance, and notwithstanding Paragraph 4.6 above, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CM under this Agreement (or CM shall promptly reimburse County for such expense).

12. Suspension of Services

- 12.1 County may, without cause, order Construction Manager to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Construction Manager written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Construction Manager shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Construction Manager is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time County believes Construction Manager may not be adequately performing their obligations under this Agreement, that Construction Manager may fail to complete the Services as required by this Agreement, or that County has provided written notice of observed deficiencies in Construction Manager's performance, County may request from Construction Manager prompt written assurances of performance and a written plan, acceptable to County, to correct the observed deficiencies in Construction Manager's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. CM shall provide

such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. CM acknowledge and agree that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 CM shall be in default of this Agreement and County may, in addition to any other legal or equitable remedies available to County, terminate Construction Manager's right to proceed under the Agreement, in whole or in part, for cause:

- a. Should Construction Manager make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Construction Manager in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Construction Manager or of all or any substantial part of the properties of Construction Manager, or if Construction Manager, its directors or shareholders, take action to dissolve or liquidate Construction Manager; or
- b. Should Construction Manager commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from County to Construction Manager demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Construction Manager to avail themselves of this time period in excess of ten (10) calendar days, CM must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then CM must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Construction Manager violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from County to CM demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Construction Manager to avail themselves of this time period in excess of ten (10) calendar days, CM must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then CM must diligently commence and continue such cure according to the written Cure Plan.)

13.3 In the event of termination by County as provided herein for cause:

- a. County shall compensate CM for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but County shall not compensate CM for its costs in terminating the Services or any cancellation charges owed to third parties;
- b. CM shall deliver to County possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. CM shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that

County may have to claim and recover damages for any breach of this Agreement, but rather, CM shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement, including without limitation County's costs incurred in connection with finding a replacement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 15 below, and CM shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Construction Manager.

14. Termination of Agreement for Convenience

14.1 County may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever County shall determine that termination is in the County's best interests. Termination shall be effected by County delivering to CM, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("**Notice of Termination**") specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Construction Manager shall:

- a. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- d. Assign to County in the manner, at times, and to the extent directed by County, all right, title, and interest of CM under orders and subcontracts so terminated. County shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to the extent County may require. County's approval or ratification shall be final for purposes of this clause;
- f. Transfer title and possession of Construction Manager's and their Subconsultants' work product to County, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by County, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; County acknowledges that said documents were prepared for the purpose of the Project.
- g. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- h. Take such action as may be necessary, or as County may direct, for the protection and preservation of property related to this Agreement which is in Construction Manager's possession and in which County has or may acquire an interest.

- 14.3 After receiving a Notice of Termination, CM shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Construction Manager's written request made within such three month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If CM fail to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to CM because of the termination. County shall then pay to CM the amount so determined.
- 14.4 Subject to provisions of Paragraph 14.3 above, CM and County may agree upon the whole or part of the amount or amounts to be paid to CM because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and CM shall be paid the agreed amount.
- 14.5 If Construction Manager and County fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Construction Manager because of termination of Services under this Paragraph 14.5, then Construction Manager's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- a. Reasonable value of Construction Manager's Services performed prior to Notice of Termination, based on CM's entitlement to compensation under Appendix B, Payments for Construction Management Services. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Construction Manager, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Construction Manager's total costs of performing the Services.
 - b. When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Construction Manager's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 - c. Reasonable cost to CM of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Construction Manager (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.7 This Paragraph shall not prohibit CM from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by County to settle claims from Subconsultants.
- 14.8 In arriving at amounts due CM under this Paragraph 14, there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to CM, applicable to the terminated portion of Agreement,
 - b. Any substantiated claim that County may have against CM in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by CM or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to County.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, CM may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and CM to agree upon amount or amounts to be paid to CM for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies pursuant to this Agreement or at law.

15. Conflicts of Interest/Other Agreements

- 15.1 CM represent that they are familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 CM represent that they have completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Construction Manager believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. CM shall comply with the County's conflict of interest codes and their reporting requirements.
- 15.3 CM covenant that they presently have no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, CM represent to and agree with the County that CM have no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the County the Services hereunder and any interest Construction Manager may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County.

16. Proprietary or Confidential Information of County; Publicity

- 16.1 CM acknowledge and agree that, in the performance of the Services under this Agreement or in the contemplation thereof, CM may have access to private or confidential information that may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. CM agree that all private, confidential, or proprietary information disclosed by County to or discovered by Construction Manager in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. CM shall exercise the same standard of care to protect such information as a reasonably prudent CM would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. CM shall notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Construction Manager during the performance of or in connection with the Services pursuant to this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. CM shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. CM shall have the right, however, without County's further consent, to include representations of Services among Construction Manager's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

17. Notices to the Parties

- 17.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- 17.2 Notice shall be sufficiently given for all purposes as follows:
- a. When personally delivered to the recipient, notice is effective on delivery.
 - b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.
- 17.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Record Keeping and Audit Requirements

- 18.1 CM shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. CM shall maintain a complete and current set of all books and records relating to the design and construction of the Project. County shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by CM relating to the Services contemplated by this Agreement. Within 90 calendar days after Final Completion, CM shall deliver to County those records necessary for County to perform a financial audit of the Project ("**Final Audit**").
- 18.2 Invoice and progress/final reports and all required audit reports shall be submitted to County in a timely manner.
- 18.3 Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to CM's Services on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by County or designees, state government auditors or designees.
- 18.4 Make such books, records, supporting documentations, and other evidence available to County or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, CM agrees to include a similar right of County to audit records and interview staff in any subcontract related to the performance of this Agreement.
- 18.5 Be advised that a partial source of financing for the agreement between County and CM for design and construction of the Project is State Financing, and that County may not have funds to finance either this Agreement or the Design-Build Contract independently of the State Financing. CM shall in all ways cooperate with County and BSCC in maintaining a good working relationship. CM shall cooperate as instructed by the County Project Manager in resolving any disputes arising under the BSCC Construction Agreement or the Design-Build Contract.

19. Subcontracting/Assignment/County Employees

- 19.1 CM and County agree that Construction Manager's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by CM under this Agreement are personal in character. Therefore, Construction Manager shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by County in a written instrument executed and approved by the County in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 19.1 shall confer no rights on any party and shall be null and void.
- 19.2 Construction Manager shall not employ or engage, or attempt to employ or engage, any person who is or was employed by County or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of County.

20. Other Obligations

- 20.1 Discrimination, Equal Employment Opportunity and Business Practices. CM shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, CM shall comply with all federal, state and local laws (including, without limitation, County

ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

20.2 Drug-Free Workplace Policy. CM acknowledge that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. CM agree that any violation of this prohibition by Construction Manager, their employees, agents or assigns shall be deemed a material breach of this Agreement.

20.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. CM acknowledge that, pursuant to the Americans with Disabilities Act (“**ADA**”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. CM shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. CM agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Construction Manager, its employees, agents or assigns shall constitute a material breach of this Agreement. CM shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

20.4 Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the CM to penalties, to be determined by County's Assistant County Administrative Officer for General Services (“County ACAO”), including but not limited to: (a) termination of this Agreement; (b) disqualification of the CM from bidding on or being awarded a County contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the ACAO. To effectuate the provisions of this section, the ACAO shall have the authority to examine Construction Manager's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Construction Manager under this Agreement or any other agreement between Construction Manager and County. CM shall report to the ACAO the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Construction Manager that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. CM shall provide County with a copy of their response to the complaint when filed.

21. Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the CM who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the Project Manager and principal of the CM shall then take place within five (5) calendar days of the date of the request.

21.2 Provided that County continues to compensate CM in accordance with this Agreement, CM shall continue their Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Construction Manager to discontinue Services during the course of any dispute. Construction Manager's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. CM agree that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. CM also agree that should Construction Manager discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.

21.3 In the event of claims exceeding **\$50,000**, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Modesto, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Stanislaus County Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

22. Agreement Made in California; Venue

22.1 This Agreement shall be deemed to have been executed in the City of Modesto, County of Stanislaus. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Stanislaus unless the parties agree otherwise in a written amendment to this Agreement.

22.2 The parties shall execute **four (4)** of this Agreement, each of which shall be deemed originals.

23. Compliance with Laws

23.1 CM shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. CM shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

23.2 CM represent that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

24. Miscellaneous

24.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

24.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by County of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 24.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.

24.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

- 24.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 24.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 24.6 CM acknowledges that CM, and all Subconsultants hired by CM to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CM is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by CM to perform services under this Agreement are in compliance with the IRCA. In addition, CM agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CM's employees, or the employees of any Subconsultant hired by CM, are not authorized to work in the United States for CM or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by CM or CM's Subconsultant(s).

25. Entire Agreement; Modifications

- 25.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 25.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 25.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of County, CM expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 25.4 CM, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. CM shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Construction Manager's price proposals.
- 25.5 CM and their Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 25.6 Changes in the Services made pursuant to this Paragraph 25 and extensions of the Agreement time necessary by reason thereof shall not in any way release Construction Manager's representations and agreements pursuant to this Agreement.

25.7 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

RECOMMENDED AND APPROVED
AS TO CONTENT:

COUNTY OF STANISLAUS

By Patricia Hill Thomas
Patricia Hill Thomas
Chief Operations Officer

"COUNTY"

URS Corporation, a Nevada Corporation, dba,
URS Corporation Americas
Construction Manager

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

Corporation
Type of Entity
(corporation, partnership, sole proprietorship)

By John P. Doering
John P. Doering
County Counsel

By [Signature]
Signature

Tim Murchison
Typed Name

Vice President
Title of Individual Executing
Document on behalf of Firm

"CONSTRUCTION MANAGER"

APPENDIX A

CONSTRUCTION MANAGEMENT SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated as of July 1, 2014, by and between URS Corporation, a Nevada Corporation, dba, URS Corporation Americas, hereinafter referred to as "**CM**" or "**Construction Manager**" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for professional construction management services.

1. GENERAL REQUIREMENTS OF CONSTRUCTION MANAGER'S SERVICES

- 1.1 Project. An overview of all three of the County's Public Safety Center Jail Expansion Projects is provided for reference in Appendix-A-1 attached hereto and incorporated herein.
- 1.2 Time Periods. The requirements of this Section 1 apply during all time periods of Construction Manager's Services under this Agreement.
- 1.3 Review and Project Familiarization. At the outset of Construction Manager's Services and periodically as necessary thereafter, Construction Manager shall review Project files, become familiar with Project background and status; review any and all Project contracts and agreements; become familiar with site conditions and geotechnical data; review the current Project schedules; review all applicable funding requirements; and assemble copies of agreements provided by County and applicable codes and regulations which establish the framework for the Project.
- 1.4 Staffing.
 - 1.3.1 Construction Manager shall maintain an office on site in facilities provided by the CM, and shall provide adequate personnel, facilities, equipment, materials and supplies necessary to complete its Services, including but not limited to, adjusting its activities, personnel levels, and the sequence, duration and relationship of Services to be performed, when necessary to comply with the accepted schedules. Construction Manager shall report to and receive instructions from County's Project Manager or her designee.
 - 1.3.2 Construction Manager shall keep County's Project manager or her designee advised and informed on Project status and issues. Construction Manager shall immediately report to County Project Manager any conflicting instructions received from County representatives.
- 1.5 Extended Project Duration.
 - 1.5.1 Construction Manager shall perform Services required due to extended project duration as provided in Appendix B.
 - 1.5.2 To the extent that any such required Services are a result of any errors or omissions by Construction Manager, however, Construction Manager shall perform such Services at no additional cost to County.
- 1.6 Deliverables Required Under This Agreement.
 - 1.6.1 Deliverables required under the Agreement are outlined in Appendix D, and must be supplied by Construction Manager timely when required. Each deliverable shall be reviewed with County's Project Manager or her designee. Construction Manager shall promptly correct deficiencies in deliverables and shall promptly perform modifications to conform deliverables to Program requirements and reasonable County expectations for acceptability of deliverables. The cost of correcting deficiencies in deliverables, if any, and of conforming

the deliverables to Program requirements and County expectations for acceptability shall be included in the fee for Basic Services.

1.6.2 At Construction Manager's option, deliverables may be supplied with the Monthly Progress Report.

1.6.3 County's acceptance of deliverables shall not in any manner diminish Construction Manager's responsibility to perform its Services and deliverables in accordance with the requirements of this Agreement.

1.7 Professional Advice and Recommendations.

1.7.1 Construction Manager shall continuously provide County's Project Manager or her designee with its professional advice and recommendations on all aspects of the Project, including but not limited to, planning, design, construction, close out, regulatory compliance, continuing evaluation of schedule requirements and budget requirements. Construction Manager shall meet weekly with County personnel to provide project status updates.

1.7.2 Construction Manager shall provide County's Project Manager or her designee with input and recommendations for the engagement of other consultants or securing of additional information by County as required for efficient and successful completion of the Project. If requested, and subject to agreement on mutually acceptable terms, Construction Manager shall engage such consultants or secure such data on behalf of County following County procedures; and in all cases, shall support County in negotiating fees and preparing and processing agreements as required. These consultants, upon approval by County, may be retained by County or Construction Manager by amendment to the Agreement.

1.7.3 Construction Manager's services providing required advice and recommendations, and assistance with consultants, shall not enlarge or restrict Construction Manager's scope of Services, other than the obligation to advise County's Project Manager or her designee of Construction Manager's professional recommendations. Specifically, if Construction Manager should recommend County procure services outside of Construction Manager's current scope of Services, Construction Manager does not thereby create any contractual obligation on its part to perform or have performed such services.

1.8 Non-duplication.

1.8.1 Construction Manager is not required to duplicate the services of Design Build Contractor, Project Architects and/or Engineers ("**A/Es**"), Bridging Architect, environmental consultants, or other consultants, and does not assume their liabilities or responsibilities if their work or services is deficient, unless County has specifically requested Construction Manager, either in this Agreement as basic services or hereafter in writing as additional services, to perform said services, and Construction Manager expressly agrees.

1.8.2 This provision does not in any manner diminish Construction Manager's responsibility or liability to County for its Services under the Agreement, or any damages to County resulting from, exacerbated or contributed to by Construction Manager's wrongful acts, errors or omissions

1.9 Project Safety.

1.9.1 Construction Manager shall remain vigilant regarding County's first priority of a safe worksite for all personnel and project participants. Construction Manager's scope of Services shall include review of any and all safety plans applicable to the Project, including

but not limited to, any and all Contractor safety plans and any consultant safety plans, and comment thereon to County.

1.9.2 In the event that Construction Manager should ever observe unsafe working conditions, Construction Manager shall promptly report the conditions to the Design-Build Contractor and County, and implement to the extent of its authority and/or recommend that the County promptly implement (as applicable to the situation) prompt corrective action to include suspension of work.

2 COORDINATION, COST REPORTING AND SCHEDULING.

2.1 The requirements of this Section 2 apply during all time periods of Construction Manager's Services under this Agreement.

2.2 Coordination with County.

2.2.1 Performance of Services will require Construction Manager to work with, meet with, and attend meetings as County's Project Manager or her designee determines necessary to manage all aspects with County staff, County consultants, and such other consultants as County's Project Manager or her designee determines necessary, to the extent necessary to manage and coordinate all aspects of construction of the construction contract, and performance of Construction Manager's duties under the Agreement; and as County's Project Manager or her designee shall request for reporting on the Project to the Board of Supervisors. Scope shall specifically include special meetings, as required, outside of normal working hours, with the Board of Supervisors or other groups as the County may designate, to report on the status of the Project.

2.2.2 Construction Manager shall require design-build entity to and list in monthly task lists, all anticipated required meetings, consents, information requirements and presentations. In the event of inadvertent omissions or requirements arising as a result of developments, Construction Manager shall advise County's Project Manager or her designee in advance of any meetings or conferences necessary under this section that were not previously shown on Construction Manager's schedule but subsequently become required.

2.2.3 CM shall perform monthly claims research scheduling software schedule analysis to confirm logic is retained in the Design-Build entity's monthly schedule reports.

2.2.4 CM agrees to furnish efficient business administration and oversight to use its best efforts to ensure the Project is completed on schedule and within budget consistent with the interests of the Owner.

2.3 Coordination with Authorities with Jurisdiction.

2.3.1 Construction Manager shall manage and coordinate the submission of any funding and/or rebate applications with applicable governmental agencies or other entities (i.e., utilities).

2.3.2 Construction Manager shall manage and coordinate Project compliance with Title 15/Title 24 requirements; monitoring the submissions of all plans, site data, specifications, structural design computations and cost estimates to the BSCC monitoring their approval by these agencies; monitoring the issuance of periodic verified reports to BSCC indicating that the work during the reported period has been performed and materials installed in accordance with the approved plans and specifications; monitoring submission to BSCC for certification of project completion of all periodic verified reports, testing and inspection reports and coordinating any further testing or inspection required by BSCC for project completion; monitoring BSCC pre-approval of change orders; expediting BSCC review and approvals; taking all appropriate

actions to minimize delay to the Project resulting from BSCC review and approvals; and coordinating and communicating with BSCC, as necessary.

2.3.3 PDCA and BSCC Agreements. Construction Manager shall familiarize itself with the Project Delivery and Coordination Agreement and the BSCC Construction Agreement between the State of California and the County of Stanislaus and shall ensure that all administrative, coordination, and reporting requirements of those Agreements are fulfilled on behalf of or in conjunction with the County.

2.3.4 Project Cost Reporting and Budget Coordination. County will provide information from its accounting system on funding, actual expenditures and actual encumbrances for Construction Manager to include in cost reports, and Construction Manager may rely upon the accuracy of this information but shall notify County of any discrepancies that it may observe in any such information.

2.4 Construction Manager shall, at the outset of the Services, develop and thereafter maintain Project budgets and records of actual costs expended against budgets, and thereafter report monthly to County in formats approved by County. This includes, without limitation, the following:

2.4.1 Recommend budget and report formats. Review County's existing accounting system and reporting formats and recommend for County approval, an integrated, computer-based project accounting system specific to the Project that will complement and/or integrate with the County's existing systems and reporting formats.

2.4.2 Develop cost reports showing budgets, cash flow, status of funding, encumbrances, actual expenditures, and estimated cost at completion, forecasts and estimated budget surplus or deficit. Format shall be approved by County. Include in Monthly Report. The objective of this cost reporting shall be to permit the County to plan, track, control and adjust plans and cost commitments to meet budgets.

2.4.3 Monthly reports of cost against budget. Develop and maintain budgets and estimates in detail by account code and other relevant breakdown for all expected project costs to include contractors, consultants, inspectors, permits, fees, and all other project costs. Maintain records of original budgets, amendments, and the currently approved budget. Also maintain records of actual costs to include cost estimates, bids, change orders or amendments, encumbrances and expenditures. Monthly updates shall include estimated costs at completion based on actual cost to date and estimated cost to complete. Compare this with the current budget and show variances between budget and projected actual costs.

2.4.4 Implement a system of managing contingencies to include initially setting appropriate contingency amounts in budgets, reallocating contingency as necessary to funding, and maintained contingencies in amounts appropriate to the degree of work completion and cost confirmation. Plan for and recommend for County approval, at the appropriate time, the reallocation of any unused contingencies to fund projects.

2.4.5 Monthly budget updates. Budget anticipated and actual funding, and compare funding with costs to be sure that they are balanced and that appropriate contingencies and reserves are maintained. Provide budget updates within two weeks after monthly and whenever project actual costs exceed project contingencies.

2.5 Monitoring and Reporting on Project Scheduling.

2.5.1 Construction Manager shall, subject to County review, establish and maintain a Master Project Schedule using Primavera P-6 , or a mutually agreed project scheduling software, that shall incorporate the first level of detail of the Contractor's schedule, other

consultant's schedules, and Construction Manager's own schedule, for the work necessary to advance and complete the Project, to include procurements of all types (services and/or long lead items or owner-supplied items). Show Construction Manager's activities on top; include time for necessary reviews and approvals.

2.5.2 Construction Manager shall also be responsible for monitoring schedules developed by all Contractors, consultants and other entities on the Project, reporting to County all Project related information required for any County maintained overall schedule, and advising County on methods to adjust progress to meet the schedule and on how to adjust the schedule to be consistent with current conditions.

2.6 Monthly Progress Reports. Construction Manager shall Provide County monthly, within seven (7) calendar days after the end of the month, a comprehensive written report addressing project status, issues, and recommendations including, without limitation, the following.

2.6.1 Executive Summary. Summarize current project status relating actual progress to planned status. Highlight any critical current and future issues especially actual and potential disputes, delays, budget overruns and quality concerns.

2.6.2 Include individual reports for the Project showing percentage completion of time and contractor earnings, schedule status in terms of days ahead or behind schedule, proposed changes and/or change orders approved and pending and their respective value and time impacts, if any, project issues and recommendations.

2.6.3 Construction progress: generally, since prior report, and percentage completion. Include a narrative of the work performed and identification of areas of concern, action items pending and responsible party, actions taken, and approvals needed.

2.6.4 Meet with County staff as necessary to review the monthly report and discuss its contents and any questions raised by Construction Manager or County.

2.6.5 Payments, credits and offsets; overall cost and anticipated cost of the Project.

2.6.6 Disputes, claims and issues of concern.

2.6.7 120-day look ahead/task listings for County planning purposes, to list all County approvals, information, reports, interfaces or other tasks, required for Construction Manager's Services under this Agreement or otherwise necessary to keep the Project on schedule. Such task list shall be suitable for use as a County "to do" list for Project implementation.

2.6.8 Construction Manager shall meet with County staff as necessary to explain the monthly report and discuss its contents and any questions raised by Construction Manager or County.

2.7 Securing of Necessary Permits and Approvals

2.7.1 Construction Manager shall assist County in obtaining any and all building permits and special permits necessary for design and construction work or for the permanent improvements of the Project whenever such permits are not required to be obtained directly by the Design-Build Contractor or other consultants. Construction Manager shall verify that County has secured such permits, and paid applicable fees and assessments. Construction Manager shall assist County, Bridging Architect, and other consultants in connection with County's responsibility for filing documents required for approvals of government authorities having jurisdiction.

2.7.2 Construction Manager shall verify that County has applied for any applicable utility permits and has paid any applicable fees and assessments; assist County in obtaining approvals from authorities having jurisdiction over the Project; shall coordinate any on-site activities of utility companies, materials and soils testing engineering and regulatory agencies; and shall coordinate any utility outages or other connections or re-routing of services.

2.7.3 Construction Manager shall assist County in obtaining statutory approvals or local approvals, i.e., State, Fire Marshal, etc.

2.8 County Provided Equipment. For County-provided equipment for installation by the Contractor, Construction Manager shall coordinate installation of such equipment by Owner with the Contractor.

3 CONSTRUCTION MANAGEMENT SERVICES

3.1 The requirements of this Section 3 apply throughout the Project.

3.2 General Scope of Construction Management Services. Construction Manager shall perform regular, usual and ordinary construction management services, necessary to complete the Project on time and within budget with contract specified levels of quality and workmanship. All such activities shall be fully reported to County's Project Manager or her designee. Construction Manager shall perform such Services consistent with the standard of care required under the Agreement. Such Services include, but are not limited to, the following:

3.2.1 Administer the contract for Projects One and Three on behalf of County, engage construction management personnel, conduct weekly during construction attended by representatives of County, Construction Manager, Design-Build Contractor and applicable subcontractors, and Bridging Architect, and attend Project-level meetings conducted by County.

3.2.2 Supervise the issuance of final completion certificates for the Project when it is ready for acceptance. Construction Manager will assist in the timely issuance of operation and maintenance manuals, instructions to County, and receipt and recording of required warranties.

3.2.3 Provide overall management control and coordination of all the parties involved in the construction phase including, but not limited to, design-build contractor, all direct material suppliers or equipment suppliers, inspection and testing companies, surveyors, state and local authorities, Bridging Architect, and all pertinent County departments.

3.2.4 Coordinate the delivery dates of all the separately purchased equipment and other long lead items purchased by County to ensure that promised delivery dates are in accordance with the Contractor's construction schedule.

3.2.5 Set up or coordinate with existing job file, working folders, and record-keeping systems to be used on the Project.

3.2.6 Prepare and process letters, paperwork and other related elements for the administration of the Project. Maintain construction files to properly organize and keep all necessary documents.

3.2.7 Provide, install and maintain a computerized data management, communication and retrieval system with suitable PC type equipment, to maintain fully computerized, integrated

and coordinated change order, PCO, RFI tracking, and deficiency lists, submittals, and other construction-related documents.

3.2.8 Document preconstruction conditions of the site and adjacent improvements through photographs and advise if other measures are reasonably necessary.

3.2.9 Take appropriate measures to require that as-built documents are being recorded by the Design-Build Contractor as construction progresses and deliver these documents to County when construction is complete. Construction Manager shall make its best efforts to see that the documents are organized, indexed and complete.

3.2.10 Assist the Project Bridging Architect in reviewing and interpreting performance involving the bridging documents against the design-build architect of record plans and specifications.

3.2.11 Coordinate and fully manage all work necessary to start up and test systems.

3.3 Meetings and Conferences. Construction Manager shall conduct the pre-construction conference and regular job-site meetings with contractors, Bridging Architect and County representatives to discuss procedures, progress, problems, scheduling and other appropriate matters; prepare agendas for each meeting; take minutes of each meeting, indicating actions items and responsible parties, transcribe, and distribute copies to all participants.

3.3.1 Conduct negotiations with the Contractor on changes and other issues.

3.3.2 Construction Manager shall participate in meetings and conferences with County, its consultants, County affiliated groups, government agencies, and private groups as required by the County and the approved construction schedule, and, provide action minutes from these sessions.

3.3.3 As required by County, all Construction Manager personnel assigned to this Project shall have pagers or cellular telephones sufficient to permit 24 hour a day access for response to emergency situations that may arise. Cost of such telephones or pagers shall be included within Construction Manager's lump sum cost estimate of Basic Services.

3.4 Shop Drawings and Submittals. Construction Manager shall coordinate the submittal review process required in the construction contracts. Construction Manager shall maintain records of required submittals, dates and actions taken, and shall notify any party in writing who is delaying any submittal in process.

3.5 Cost Control and Records

3.5.1 Construction Manager shall report on costs to the County, including periodic status reports as required by the Agreement, and provide County with all information required for County's cost control systems. (County reserves the right to specify software.)

3.5.2 Construction Manager shall provide County with all Project related information requested by County to maintain financial records and budgetary information of the Project.

3.5.3 Construction Manager shall maintain for County at County's operations office one record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, and in addition, approved shop drawings, product data, samples and similar required submittals.

3.6 Schedule Control

3.6.1 Construction Manager shall receive, forward to County and review the Contractor's CPM schedule submittal and recommend to County its acceptance or rejection. Construction Manager shall negotiate an acceptable schedule with the Contractor, and Construction Manager shall receive, forward to County and review the Contractor's schedule updates that are required to be submitted with each request for payment and recommend appropriate action to County.

3.6.2 Construction Manager shall audit Contractor's schedule on a monthly basis to determine if the Project is on schedule, and recommend to County adjustments and actions to be taken by County in case of changed conditions or unexpected interferences, or otherwise as necessary to maintain schedule or mitigate delays.

3.6.3 Construction Manager shall provide County with complete schedule information, including, but not limited to, the Contractor's schedule and Construction Manager's schedule analysis on a monthly basis. Information shall provide a clear comparison between original major milestones and the activities in the Contractor's currently approved CPM schedule, and the actual date of accomplishment. A narrative shall address revisions and projected schedule slippage, with recommendations on actions to be taken to regain the original schedule or to minimize projected slippage.

3.7 Payments. Construction Manager shall:

3.7.1 In consultation with Bridging Architect, and County, review and prepare for processing all requests for payment submitted by the Design-Build Contractor for progress and final payments.

3.7.2 Prepare progress payment reports, and recommend to County amount to be paid by verifying, in consultation with the Bridging Architect and Inspector of Record ("IOR"), the value of work in place and/or stored materials and compliance with contract documents. Construction Manager's recommendation for payment shall constitute a representation to County that, to the best of Construction Manager's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents.

3.7.3 Secure certified payroll reports from the Design-Build Contractor.

3.8 Change Requests and Modifications. Construction Manager shall:

3.8.1 Transmit to Bridging Architect and County, as appropriate, requests for interpretations of the meaning and intent of the bridging documents, RFI's and other Contractor communications, and assist in the resolution of questions that may arise.

3.8.2 In consultation with Bridging Architect, recommend to County the issuance of change requests for design build contract modification whenever it appears necessary. Determine that the Contractor has prepared the scope of work, justifications and estimate of the cost for such modification. Conduct negotiations with the Contractor and in consultation with Bridging Architect as necessary, provide County with written recommendations on acceptance, rejection, price, time, and any other appropriate decision and/or action, with reasonable supporting documentation including, where appropriate, schedule analysis, calculations, takeoffs, etc. Maintain log of Proposal Requests, RFI's and Change Orders for Project, and forward copies of all of the same to County.

3.8.3 Upon receipt of a change suggested by the Contractor, in consultation with Bridging Architect as necessary, review its merit and forward it to County with recommendations for approval or rejection.

3.8.4 For a change order on which agreement has not been reached as to amounts of equitable adjustment prior to commencing work, Construction Manager shall require the Contractor to submit detailed records of time and material to Construction Manager and County under the contract force account specification.

3.9 Inspection Coordination, Deficiencies and Reports. Construction Manager shall:

3.9.1 Perform all Project management and administrative duties relating to construction administration, inspection coordination and oversight, survey and testing services necessary to determine Design-Build Contractor's compliance with all requirements of its design-build contract.

3.9.2 The Construction Manager will assist the IOR in providing inspection of the Contractor's work, including observing the materials and equipment being incorporated into the Work, and that authorized changes are properly incorporated into the Project.

3.9.3 Construction Manager shall document any non-conforming, unacceptable or work otherwise out of compliance with the contract documents and in force the County's rights under the construction contract. Construction Manager shall provide County with test results and recommendations. Testing program, personnel and laboratories shall be subject to County approval.

3.9.4 Maintain a list of observed defects and omissions on the Project and provide a copy of the list to the County, the Bridging Architect and the Contractor monthly or more often as needed.

3.9.5 Keep copies of daily inspection reports, daily logs and other documentation of inspections. Provide County with daily and weekly progress reports that include these materials.

3.9.6 Promptly report to the County and Bridging Architect in writing, observed problems, ambiguities, or discrepancies in the construction contract requirements.

3.9.7 Advise County if the Contractor fails to promptly remove, correct or replace nonconforming construction work.

3.9.8 Prepare Project documents for final inspections and acceptance procedures and testing, and procedures for administering Project completion.

3.10 Claims. Construction Manager shall review, in consultation with County's Project Manager or her designee, all Bridging Architect and Contractor claims and recommend to County in writing a course of action including acceptance, rejection, price, time, or other appropriate decision or response. Supporting documentation consisting of initial schedule analysis, calculations and takeoffs shall be basic services if performed during construction. More detailed schedule analysis, calculations and takeoffs performed under this Section shall be compensated as an extra service:

3.11 Operation Manuals and Warranties. Construction Manager shall obtain all required operation manuals and warranties from the Contractor as required in construction contract Specification Sections 01 7700 and 01 7800 and transmit to County; and deliver all keys, manuals, record drawings and maintenance stocks to County.

3.12 Project Closeout. In coordination with the County, Construction Manager shall provide closeout services for the Project including:

3.12.1 Monitor the completion of omitted and defective items identified on the final inspection punchlist. In consultation with the Bridging Architect, recommend acceptance of completed work or rejection of unsatisfactory work and coordinate walk-throughs by County personnel. Perform independent inspection, and assist the County and the Bridging Architect in conducting their inspections, to determine substantial and final completion. Monitor and verify all construction contract closeout requirements. At the conclusion of all corrective action of all punchlist items, make a final comprehensive review of the Project, make a report to County which will indicate whether Construction Manager and Bridging Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the Notice of Completion to the Contractor.

3.12.2 Continue other post-construction functions such as warranty problem resolution and start-up assistance. Initiate a system to identify all warranty items, length of warranty periods, names and addresses of contract personnel, any operational and maintenance requirements necessary to preclude invalidation of a specific warranty, and operational and maintenance manuals furnished by the Contractor, manufacturer or supplier; distribute and coordinate such information with County. Assist County in establishing procedures to identify proper operational and maintenance requirements to preclude invalidation of warranties.

3.12.3 Close out the files maintained during the construction phase and transmit to County.

3.12.4 Assist County in obtaining all necessary permits including Occupancy Permits, final approvals from public and private authorities with jurisdiction, and final record documents. This task may encompass accompanying government officials (Fire Marshall, Health Department, etc.) during inspections of the Project, assisting and preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

3.12.5 At the conclusion of construction, Construction Manager shall provide County a Final Project Report, which will include final cost of the Project and explanation of any deviations from originally estimated costs; summary of the scheduled and actual completion dates and reasons for variations. Construction Manager shall coordinate all Contractor start up, testing and training activities whenever arising, whether at contract close out, during contract performance, or following contract performance but necessary for contract close out.

3.12.6 In addition to the Final Project Report, as requested by County, Construction Manager will assist County in preparing final Project accountings and close out reports for all above indicated report systems.

4 COUNTY RESPONSIBILITIES

County shall provide the following services and data to Construction Manager:

4.1 Payments

Issue job progress payments to County Project Manager and Contractor in a timely manner.

4.2 Site Access

Provide site access to Construction Manager, Bridging Architect, IOR, and others as requested through Construction Manager.

4.3 Contract Documents

County shall furnish Construction Manager with the terms and conditions of all contracts with the Contractor, consultants and others contracted with County.

4.4 Designated Representative

County shall designate a representative authorized to act in County's behalf with respect to the Project. County, or such authorized representative, shall examine documents submitted by Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Construction Manager's Services.

4.5 Legal, Accounting and Insurance Services

County shall furnish legal, accounting and insurance counseling services necessary to protect County's interest in the Project, including such auditing services as County may require to verify the Project Applications for Payment. County shall supply such services to protect solely its interests.

4.6 County Work

County reserves the right to perform work and services related to the Project with County's own forces, and to award contracts in connection with the Project which are not part of Construction Manager's responsibilities under the Agreement. Construction Manager shall notify County if any such independent action will in any way compromise Construction Manager's ability to meet Construction Manager's responsibilities under the Agreement.

4.7 Communications

County shall use its best efforts to advise Construction Manager of any fault or defect in Construction Manager's Services, the Project, or nonconformity with the Contract Documents, but any failure to do so shall not prejudice either parties' rights and duties under the Agreement.

4.8 Accounting Services

County shall provide accounting services consisting of accounting of all expenditures, encumbrances and funding for the Project. County shall provide reports of all costs, encumbrances, and funding status for the Project. Construction Manager shall be able to rely on the accuracy of these reports in preparing its reports and in planning and projecting cost of the Project.

END OF APPENDIX A

APPENDIX A-1

Brief Description Of County's Public Safety Center Expansion Projects:

Stanislaus County, in coordination with Hellmuth, Obata and Kassabaum (HOK) have prepared design-build bridging documents (known to the State of California as performance criteria and concept drawings) for the Public Safety Center Expansion Projects. Information relating to the history of design through the AB 900 Phase II process including application, needs assessment, programming, schematic and design development phases can be located at <http://www.stancounty.com/capitalprojects/bidding.shtm>.

The selected Construction Manager will assist the County in the delivery of the Public Safety Center Expansion Projects One and Three with approximately 135,200 square feet (sf) of housing, treatment, and program space on approximately 9 acres of the greater 127± acres of County-owned land on which the County's existing Public Safety Center is located. Projects One and Three will include two new buildings constructed primarily of steel and concrete for security and long-term durability. Project One will be a jail expansion, approximately 101,600 sf, that includes two maximum security adult detention housing units, one medical/mental health housing unit, a health services unit, a security administration (control) center, and all necessary circulation and common space. Project Three will be an intake, release, and transportation center, approximately 33,600 sf. Both of these facilities will be dependent on the existing, adjacent facilities for several core operational components, including kitchen and laundry services; offender intake, release, and transportation; and staff support space.

1. Project One

The two maximum security housing units will each provide approximately 192 beds (with a design alternate for possible expansion up to 240 beds) and the medical/mental health housing unit will provide approximately 72 beds, for a total of approximately 456 beds (with a possible expansion up to 552 beds). Each of the housing units will include secure sally port entry, a unit security control room, video visitation cubicles, showers, secure dayrooms and outdoor recreation space, a retherm kitchen, and multipurpose and interview rooms. The housing units will also include program services space for adult education, religious services, counseling, self-help classes, mental health evaluations/classes, and other life-skills and job/career preparatory programs to help reduce recidivism and assist with rehabilitation.

The health services unit will include health care staff office space, secure records space, holding cells, dental services space, an equipment room and workstation, a pharmacy, a conference room, a laboratory, exam rooms, sheltered housing space, an anteroom, and officer and nurse workstations. The security administration (control) center will include central control, sally port entry, armory and key control, staff briefing space, facility commander and other shift/watch command office space, as well as multipurpose and interview rooms.

2. Project Three

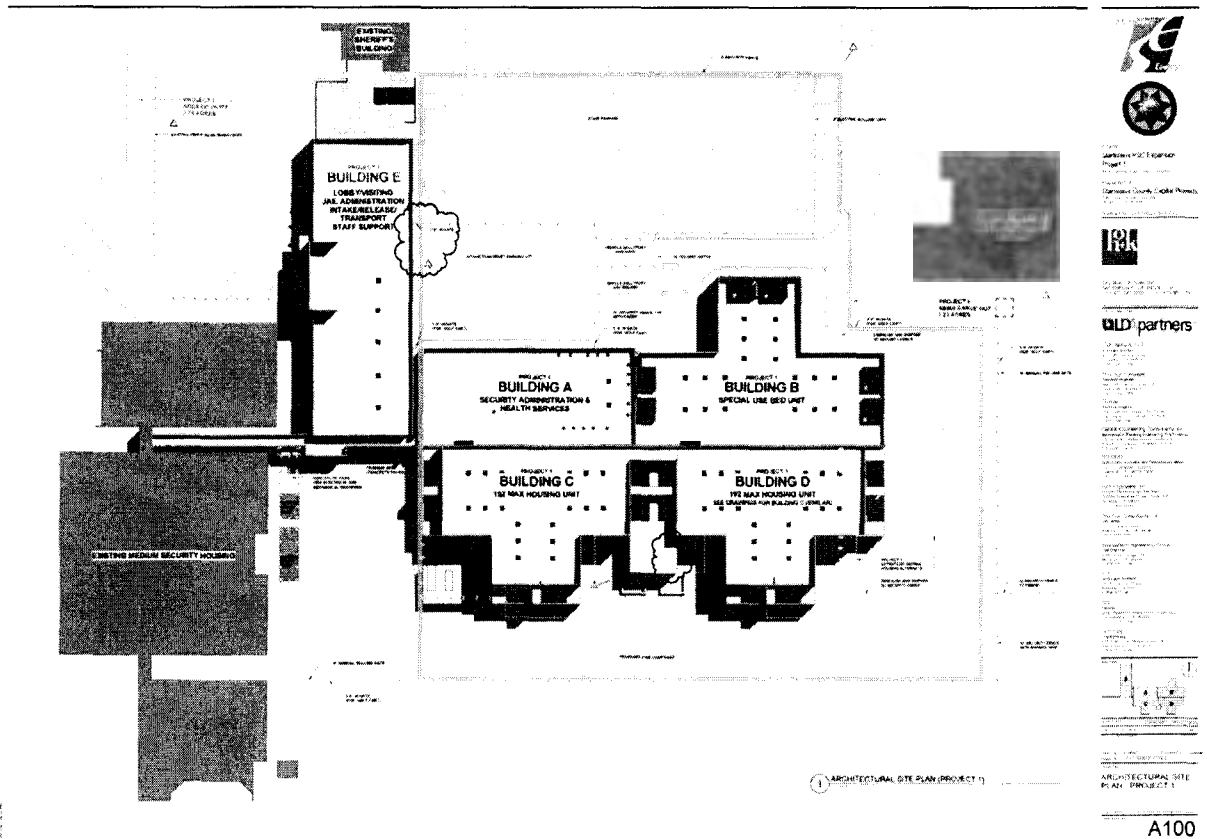
The Intake, Release and Transportation center is the hub where all processing, booking, staging and transportation occurs and is the vital support for the overall jail expansion. Detention Administration, locker room and briefing rooms will be located in this facility. This project will include, but is not limited to, electrical; plumbing; mechanical; computerized heating, ventilation, and air conditioning; security; and fire protection systems. Project Three will also include a Visitor's Center/Property Storage that is adjacent to, but not adjoining, the planned Project One jail facility. Video visitation, the acceptance of bonds, and the release of inmate property will all occur in the Visitor's Center. Inmate personal property, personal clothing, court clothing, and other storage needs will be provided for in the Property Storage. Approximately 200 parking spaces will be provided as part of these projects for both staff and visitor parking. This project will also include all necessary and appropriate security fencing.

3. Project Two

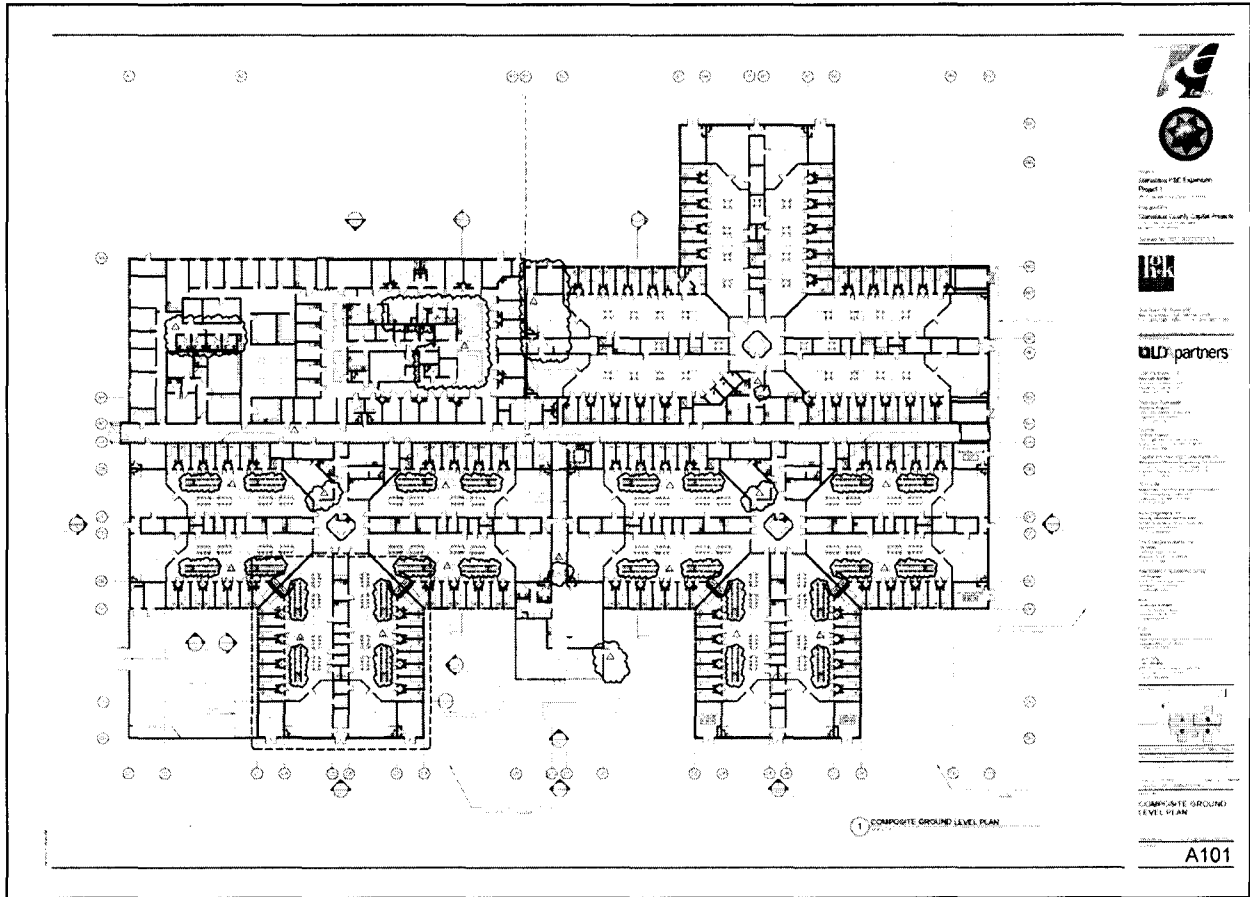
A Day Reporting Center is to be located at the Public Safety Center site. Construction Management of Project Two will be managed by existing County staff, and construction is funded under AB 900 Phase II with a construction budget of \$4,381,000.

The following are some preliminary conceptual sketches of various aspects of the Projects for CM Proposer's ease of reference.

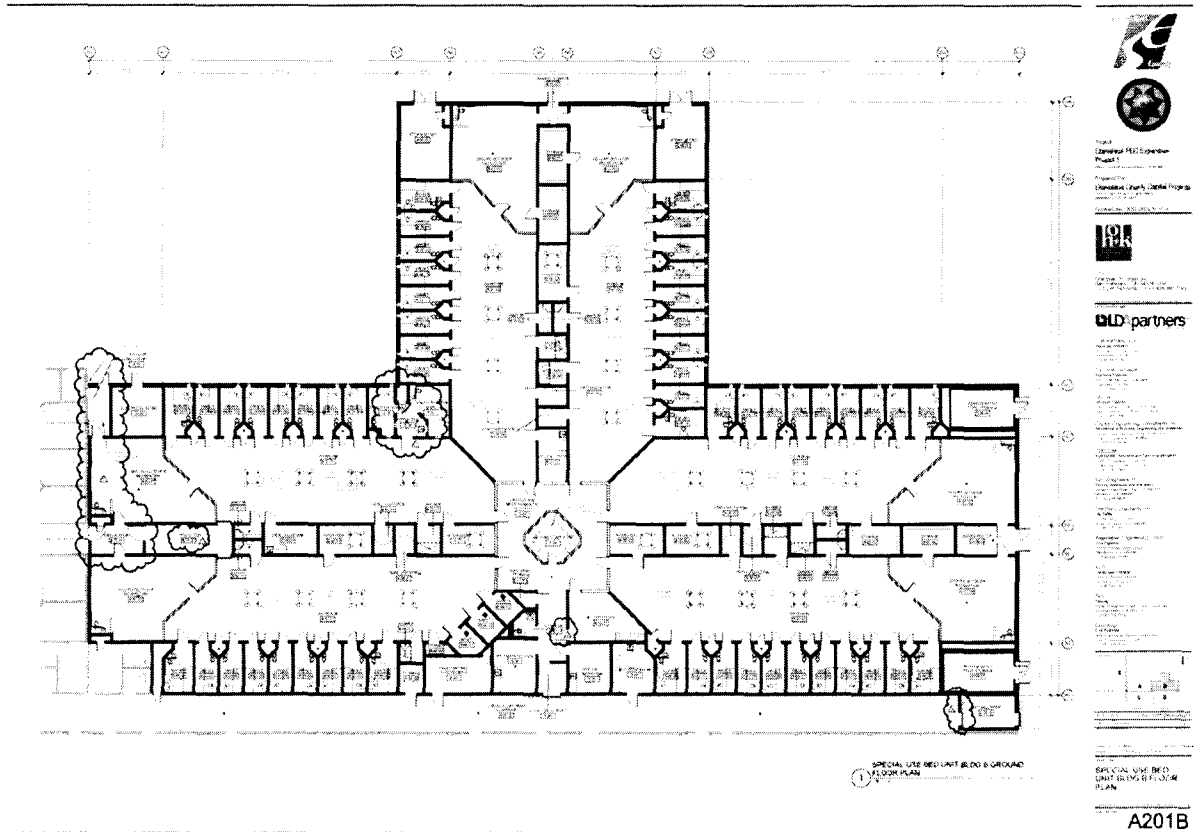
Site Plan:



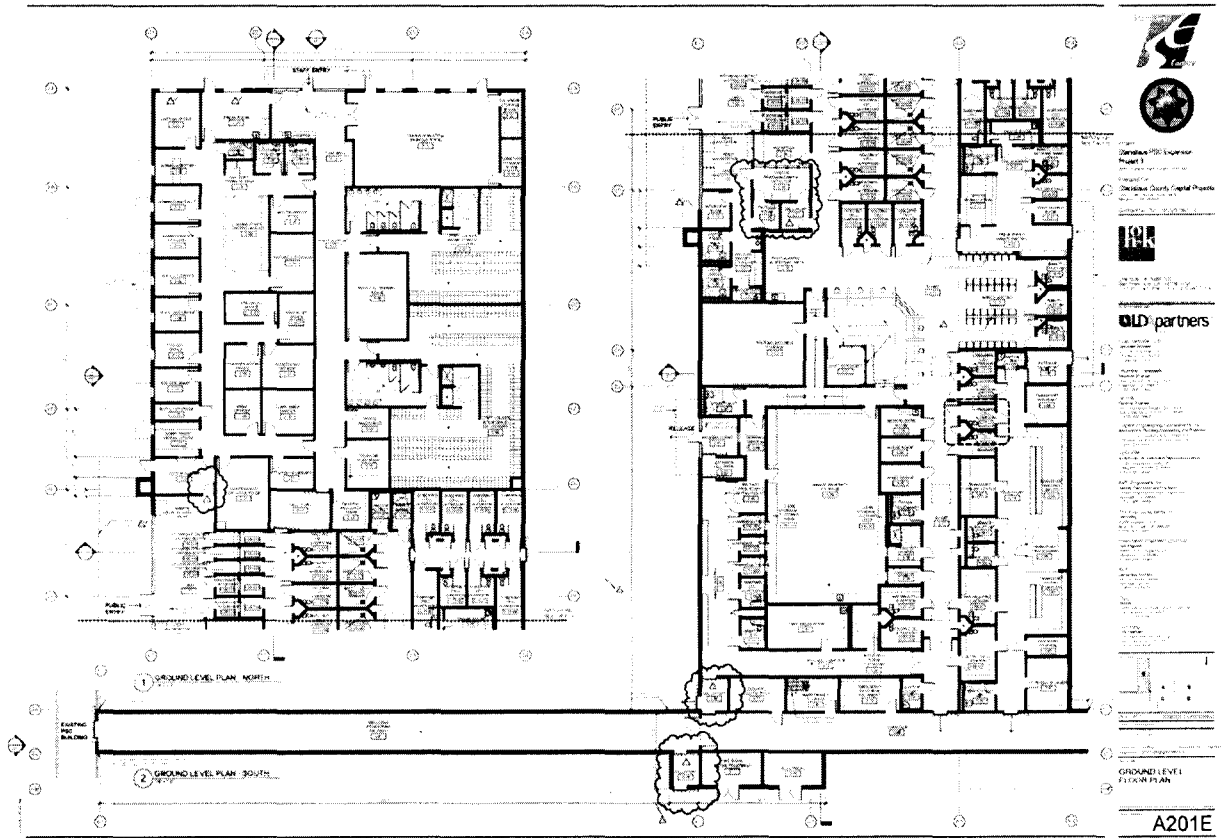
Project One (Maximum and Medical/Mental Health Housing)



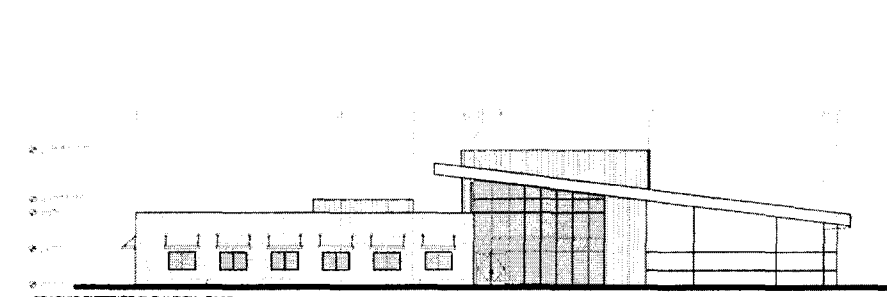
Project One (Maximum and Medical/Mental Health Housing)



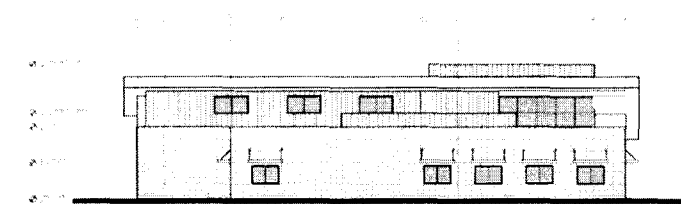
Project Three (Intake, Release and Transportation):



Project Two (Day Reporting Facility): This Project will be managed by existing Capital Projects Staff



GRAPHIC EXTERIOR ELEVATION - EAST



GRAPHIC EXTERIOR ELEVATION - SOUTH



Project #2 - Day Reporting Center
 County of Stanislaus
 Capital Projects Staff



OLD partners
 Old Partners, Inc.
 1000 North Main Street
 Suite 100
 Modesto, CA 95201
 (209) 528-1000
 www.oldpartners.com

GRAPHIC EXTERIOR ELEVATIONS

A603

APPENDIX B

PAYMENTS FOR CONSTRUCTION MANAGEMENT SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated as of July 1, 2014, by and between URS Corporation, a Nevada Corporation, dba URS Corporation Americas, hereinafter referred to as "CM" and the **County of Stanislaus**, hereinafter referred to as "County" providing for professional construction management services.

1. The maximum payment to Construction Manager under this Agreement for the Project known as the Public Safety Center Project One shall be for the lump sum amount not to exceed Two Million Three Hundred Seventy Four Thousand Two Hundred Fifty Eight (\$2,374,258.00) Dollars.

2. METHODS OF PAYMENT FOR CONSTRUCTION MANAGER'S SERVICES AND EXPENSES

2.1. **PRICING PROPOSAL.** The entire Scope of Services for cost by CM shall be a fixed fee lump sum amount based on Respondent's estimate of the necessary time, materials, and equipment required to provide construction management services. CM Services are to be provided through March 2017. CM has provided the following:

- a. A pricing proposal, detailed cost breakdown by line item the menu of services to be provided for Projects One and Three; and
- b. Billing rates for CM services of key personnel.

2.2 **EXTENDED SERVICES.** Proposer shall be required to extend services at the same rate for up to six months beyond the Project completion date should County seek extended services. The extended services pricing will remain in force for up to six additional months (September 2017) beyond the base CM services provided through March 2017.

2.3 **ADDITIONAL SERVICES.** The County may also elect to contract for *Additional Services* under this Agreement for similar services on additional projects. The CM has provided Billing Rates for potential additional services/tasks of various key personnel. The Billing Rates shall remain constant throughout this Agreement, including for additional services, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason for the duration of the design-build construction of Project's One and Three.

3. TIMES OF PAYMENTS.

3.1 Construction Manager shall be paid according to actual percentage of completion of basic Services as specified in paragraph 2.1, above.

3.2 Construction Manager shall submit monthly statements for Basic and any Additional Services rendered and for Reimbursable Expenses incurred in a format acceptable to the County. The statements shall be based on Construction Manager's estimate of the proportion of completion of its services set forth above in Section 2.1, utilizing the Construction Manager's required work schedule organized by task. County shall promptly review Construction Manager's monthly statement, and provided it is acceptable, shall make prompt payment thereon.

4. DEFINITIONS.

4.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement, provided that the Additional Services are not due to the errors and/or omissions of Construction Manager.

4.2 The "Billing Rates" are the hourly rates indicated on Exhibit 1 to this Appendix B attached hereto.

4.3 "Reimbursable Expenses Related to Additional Services" shall be limited to the specific expenses identified below while performing Additional Services. All other expenses are not reimbursable and are deemed included in the Billing Rate. The Reimbursable Allowance is included in the lump sum of this Agreement.

4.3.1. Travel Costs. The reasonable expense of travel costs incurred by Construction Manager when requested by County to travel to a location more than 50 miles from either the project site, the Construction Manager's office(s), or County's office, incurred performing Additional Services. Travel expenses shall be limited to \$0.25/mile for travel by automobile, and the actual expense for travel by other means. Any air travel shall be by common carrier at actual fare charged for economy or coach class. Lodging and meal expenses shall be reimbursed at the current rates applicable to County employees.

4.3.2. Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs incurred performing Additional Services.

4.3.3. Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.

4.3.4. Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.

4.3.5. Field Office Facilities. Providing and maintaining field office facilities, including furnishings and utilities incurred performing Additional Services.

4.3.6. Subconsultants. For Additional Services of subconsultants employed by Construction Manager to render Additional Services, the amount billed to Construction Manager therefore for general and administrative expenses.

4.3.7. Reimbursable Expenses. Reimbursable Expenses must be reasonable, incurred independently of expenses incurred on base scope contract work, and must be recorded separately of the base scope contract work with adequate supporting documentation; otherwise it is not recoverable.

END OF APPENDIX B

EXHIBIT 1 TO APPENDIX B

BILLING RATES FOR CONSTRUCTION MANAGEMENT SERVICES

This is an exhibit attached to, and made a part of, the Professional Services Agreement dated as of July 1, 2014 by and between URS Corporation, a Nevada Corporation, dba, URS Corporation Americas, hereinafter referred to as "CM" and the **County of Stanislaus**, hereinafter referred to as "County" providing for professional construction management services.

1. **BILLING RATES** - The Billing Rates for Additional Services beyond the scope of CM's Pricing Proposal are the following hourly rates:

Principal:	\$250.00
Construction Manager:	\$223.73
Contracts Administrator:	\$ 91.39
Estimator:	\$145.00
Project Engineer:	\$179.26
Scheduler:	\$130.00

2. **REIMBURSABLE EXPENSES** – Are included in the lump sum of this Agreement unless incurred in connection with Extended Services and tracked as required by the Agreement.

APPENDIX C

AB 900 TIMELINE

This preliminary Milestone Schedule is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated as of July 1, 2014 between the County of Stanislaus (the “**County**”), and URS Corporation, a Nevada Corporation, dba URS Corporation Americas, licensed to do business in California (“**CM**”) providing for professional services. Construction Manager understands that the dates within this preliminary Milestone Schedule may change as the design-build phase of the Project is performed. Construction Manager further understands that the total construction time for the Project, which is funded by State of California lease revenue financing bonds, cannot exceed 36 months, measured from the date construction is commenced to the date construction is completed.

	Date	Responsible Entity	Task	Description
1.	8/16/13	County	1	<ul style="list-style-type: none"> • Transmit to BSCC / DOF: <ol style="list-style-type: none"> 1. Revised Action Items for Design-Build Project –Key Dates Summary 2. Draft of Revised Carveouts for Projects 1 and 2 3. Narrative of Critical Work for Project 1 Outside Carveout 4. Revised Budget Summary Table
2.	8/27/13	Board of Supervisors (BOS)	2	<ul style="list-style-type: none"> • BOS approval of “Schematic Design Drawings” – Projects 1, 2, and 3 • BOS approval of Site Development Study • BOS approval of Day Reporting Center site • BOS approval to issue RFSOQ to prequalify design-build teams • BOS resolution requesting BSCC consider possible scope change from two 192-max units to two 240-max units
3.	9/6/13	BSCC / SFM / CDCR	3	<ul style="list-style-type: none"> • Submit completed “Schematic Design Drawings” for Projects 1 and 2 (Jail Expansion and Day Reporting Center) with Preliminary Operational Program Statement (per Title 24) (Meets 18-month deadline from Award of Funding)
4.	10/17/13	SFM	3	<ul style="list-style-type: none"> • Earliest date SFM may provide comments on schematic design
5.	10/21/13	BSCC / DOF	1	<ul style="list-style-type: none"> • Deadline to submit draft PDCA and BSCC Agreements to County

6.	10/29/13	BOS	3	<ul style="list-style-type: none"> • BOS approval of transmission of Performance Criteria and Concept Drawings to SFM • BOS approval of Operational Statement and Staffing Plan(per Title 15) • BOS approval of Construction Management Plan • BOS approval of Analysis of Facility Costs
7.	10/30/13	County	3	<ul style="list-style-type: none"> • Transmit Performance Criteria and Concept Drawings to SFM and BSCC and CDCR and DOF
8.	10/30/13 – 12/29/13 (60 days)	SFM / BSCC / CDCR (CD to DOF)	3	<ul style="list-style-type: none"> • Review Performance Criteria and Concept Drawings
9.	11/12/13	County	1	<ul style="list-style-type: none"> • BOS Approve template PDCA and BSCC
10.	11/14/13	County		<ul style="list-style-type: none"> • Issue Request for Statement of Qualifications for All Three Projects (Procurement Phase 1)
11.	11/14/13 @ 10 a.m.	All Parties	2	<ul style="list-style-type: none"> • Mandatory DGS Meeting Once Proposed Siting of DRC is Finalized
12.	12/8/13	DGS	1	<ul style="list-style-type: none"> • Deadline to transmit deliverables for Real Estate Due Diligence for 1/13/14 SPWB Meeting (this allows 5-week turnaround to submit approval letter to BSCC)
13.	12/12/13 @ 2 p.m.	County		<ul style="list-style-type: none"> • SOQ's due for all three projects
14.	12/13/13	SPWB	1, 3	<ul style="list-style-type: none"> • Finalize Task 1; Approve PDCA • Approve Performance Criteria and Concept Drawings – Projects 1 and 2 (Jail Expansion and Day Reporting Center)
15.	12/13/13	County		<ul style="list-style-type: none"> • Transmit Performance Criteria and Concept Drawings to SFM and BSCC and CDCR and DOF
16.	12/20/13	CDCR / DOF	2	<ul style="list-style-type: none"> • Deadline to transmit consent to Ground Lease / Right of Entry
17.	1/10/14	Projects 1 & 2		<ul style="list-style-type: none"> • Submit Cash Flow to BSCC and DOF to get on April 16th PMIB Meeting
18.	1/13/14	County	5	<ul style="list-style-type: none"> • Send RFP to John Prince

19.	2/7/14	BSCC **Ground Lease no longer requires approval by SPWB	2, 3, 4, 5	<ul style="list-style-type: none"> • Approve Complete Due Diligence / CEQA • Executed BSCC Agreement • Approve Ground Lease • Approve revised Budget Summary Table • Approve Scope of Request For Proposals (RFP) • Approve Detailed Cost Estimate by Phase • Approve Project Schedule
20.	2/7/14	DOF	5	DOF Approval of RFP
21.	2/11/14	BOS	1	<ul style="list-style-type: none"> • Approve pre-qualified design-build teams and key engineers and subcontractors • Approve final Bridging Documents (assuming SFM comments received on Project 3) • Approve final RFP
22.	2/12/14	County	5	Issue RFP for Projects 1, 2 and 3
23.	2/14/14	CM		Issue CM RFP
24.	2/27/14	Projects 1, 2, 3		Pre-Proposal Conferences and Site Visits for Projects 1, 2, and 3
25.	3/14/14	CM		CM Proposals Due
26.	3/17-18/14	CM		Evaluate CM Proposals
27.	3/19/14	Project 2		Proposals Due
28.	3/20-21/14	Project 2		Evaluate Proposals
29.	3/24/14	Project 2		Selection of Design-Build Teams for Interview (Project 2)
30.	3/24-28/14	Project 2		Notification Period for Interview Selection
31.	3/27/14	Projects 1 and 3		Proposals Due
32.	3/27-4/1/14	Projects 1 and 3		Evaluate proposals
33.	4/1/14	Projects 1 and 3		Selection of Design-Build Teams for Interview (Projects 1 and 3)
34.	4/1-8-14	Projects 1 and 3		Notification Period for Interview Selection
35.	4/3-7/14	Project 2		Interviews
36.	4/9-11/14	Projects 1 and 3		Interviews
37.	4/11/14	Projects 1 and 3		Notice of Intent to Short List to 3 Proposers

38.	4/14/14	Project 2		Notice of Intent to Award (Project 2)
39.	4/14-18-14	Project 2		Notification Period for Award of Project 2
40.	4/16/14	CM		CM Interviews
41.	4/18/14	CM		Negotiate CM Contract
42.	4/21/14	Project 2		Opportunity to resolve any appeals
43.	4/22/14	Projects 1 and 3		Opportunity to resolve any appeals
44.	4/29/14	Project 2 Projects 1 and 3	6	<ul style="list-style-type: none"> • BOS Conditional Award of Design-Build Contract • BOS Approve Final 3 Design-Build Teams and Stipends • BOS Award CM Contract
45.	4/30/14	CDCR	6	<ul style="list-style-type: none"> • Transmit BOS Resolution regarding Project 2 • Transmit revised 3-page Estimate for Project 2
46.	4/14-5/4/14	Projects 1 and 3		Opportunity for 3 Shortlist Proposers to Revise Submissions
47.	5/5, 6, 8/14	Projects 1 and 3		<ul style="list-style-type: none"> • Confidential Meetings No. 1 (Procurement Stage 3) (3 hours each for a total of 9 hours)
48.	5/21/14	PMIB	4	Approve Loan Request
49.	6/2 and 3/14	Projects 1 and 3		<ul style="list-style-type: none"> • Confidential Meetings No. 2 (Procurement Stage 4) (Possibly at Proposer's offices) (2 hours each for a total of 6 hours)
50.	6/17/14	Projects 1 and 3	6	<ul style="list-style-type: none"> • BOS Conditional Award of D-B Contract (<i>Night Board Mtg</i>)
51.	6/18/14	CDCR	6	<ul style="list-style-type: none"> • Transmit BOS Resolution regarding Project 1 • Transmit revised blackout sheet • Transmit revised 3-page Estimate
52.	6/25/14	DOF	6	<ul style="list-style-type: none"> • Award Design Build Contract for Projects 1 and 2 • Approve revised blackout sheet
53.	June – Aug 2014	Project 2		Complete All Construction Drawings
54.	June 2014 – Jan 2015	Project 3		Complete All Construction Drawings
55.	June 2014 – June 2015	Project 1		Complete All Construction Drawings

56.	June – Aug 2014	Projects 1 and 3		Prepare Initial Submittal of Construction Drawings (Site Plan, Overexcavation and Utilities)
57.	Sep – Oct 2014	Projects 1 and 2		SFM and BSCC Review of <ul style="list-style-type: none"> • Initial Construction Drawings for Projects 1 and 3; and • Completed Construction Drawings for Project 2 (60-day review period)
58.	November 2014 – June 2015	Project 2		Construction / Substantial Completion (Each phase of construction will commence after SFM approval of design for that phase)
59.	November 2014 – October 2016	Projects 1 and 3		Construction / Substantial Completion (Each phase of construction will commence after SFM approval of design for that phase)
60.	Jan – Feb 2015	Project 3		SFM review of Completed Construction Drawings (60-day review period)
61.	July – Aug 2015	Project 2		Final Completion
62.	Sep – Nov 2015	Project 2		Occupy
63.	Nov – Dec 2016	Projects 1 and 3		Final Completion
64.	Jan – Mar 2017	Projects 1 and 3		Occupy

END OF APPENDIX C

APPENDIX D

DELIVERABLES FOR CONSTRUCTION MANAGEMENT SERVICES

This is an appendix attached to, and made a part of, the Agreement dated as of July 1, 2014 by and between URS Corporation, a Nevada Corporation, dba URS Corporation Americas, hereinafter referred to as "CM" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for professional construction management services.

Construction Manager's deliverables under the Agreement are enunciated throughout the RFP and include but are not limited to the following:

1. **PROJECT DELIVERABLES**

- 1.1 Construction Manager's task lists for County's coordination of its activities.
- 1.2 Monthly Progress Reports.

2. **CONSTRUCTION MANAGEMENT SERVICES**. The deliverables considered part of construction specific management services are defined in this Appendix D and include, but are not limited to, the following deliverables:

- 2.1 All memoranda, minutes, reports and written comments documenting the pre-construction conference and the weekly Project meetings, the Construction Manager shall conduct for County during construction and close-out of the project.
- 2.2 Maintain daily digital progress photographs during the course of construction and upload those photographs daily into the Project's electronic construction management system. (i.e. Prolog)
- 2.3 Validate and negotiate scope changes and costs of change proposal requests for scope changes exceeding \$1,000.
- 2.2 One record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, approved shop drawings, product data, samples and required submittals maintained by Construction Manager for County at County's operations office.
- 2.3 Construction Manager's written recommendation to accept or reject Contractor's CPM Schedule, monthly audit of Contractor's schedule, and monthly recommendations regarding changed conditions adjustments or actions.
- 2.4 Contractor's monthly schedule and Construction Manager's monthly schedule analysis.
- 2.5 Progress Payment Reports and written recommendations to County regarding monthly amounts to pay Contractor based on value of work in place and stored materials.
- 2.6 Log of Contractor Proposal Requests, RFI's, and Change Orders maintained for County.
- 2.7 Construction Manager's written recommendation to accept or reject Contractor-proposed contract modifications with supporting independent estimates analysis and documentation.
- 2.8 Construction Manager's written recommendation to accept or reject Contractor claims with supporting analysis and documentation.
- 2.9 All required operation manuals, system/equipment training, and warranties, all keys, record drawings and maintenance stocks.

2.10 During Project Closeout, written report recommending acceptance or rejection of completed work and recommendations on releasing final payment and issuing Notice of Completion to Contractor.

2.11 During Project Closeout, written report identifying all warranty items, lengths of warranty periods, and names and addresses of contact personnel.

2.12 During Project Closeout, written Final Project Report including: final cost of Project, explanation of any deviations from original estimated cost, summary of scheduled and actual completion dates and explanation of any deviations from original estimated dates.

END OF APPENDIX D

APPENDIX E

CONSTRUCTION MANAGEMENT INSURANCE REQUIREMENTS

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated as of July 1, 2014 between the County of Stanislaus (the “**County**”), and URS Corporation, a Nevada Corporation, dba URS Corporation Americas, licensed to do business in California (“**CM**”) providing for professional services.

1. CM’s Duty to Show Proof of Insurance. CM, in order to protect County and State and their board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CM’s acts, errors, or omissions in connection with the performance of CM’s obligations, as required in this Agreement, shall secure and maintain insurance as described below. CM shall not perform any work under this Agreement until CM has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County’s authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, CM shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. CM shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. CM shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by CM or County as an additional insured.

1.1 Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CM’s performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. CM shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

1.3 Workers’ Compensation Insurance

CM shall submit written proof that CM is insured against liability for workers’ compensation in accordance with the provisions of section 3700 of the California Labor Code. CM shall require any Subconsultants to provide workers’ compensation for all of the Subconsultants’ employees, unless the Subconsultants’ employees are covered by the insurance afforded by CM. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code

section 3700, CM shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. CM shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

1.4 Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.5 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

1.6 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, CM, at CM's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **Insurance terms and conditions:**

2.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by CM shall be maintained until the completion of all of CM's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by CM shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by CM in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. CM shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

2.2 Stanislaus County as Additional Insured

On CM's Commercial General Liability and Automobile policies, the County of Stanislaus, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

2.3 State of California as Additional Insured

On CM's Commercial General Liability and Automobile policies, the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form

CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

2.4 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

2.5 If CM is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CM shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CM is equivalent to the above-required coverages.

2.6 All insurance afforded by CM pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County, its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their officers, agents, and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CM. A waiver of right of recovery (waiver of subrogation) is only required when CM's personnel deliver services or performs service for the County while on County property.

2.7 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CM for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

2.8 Failure by CM to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CM. County, at its sole option, may terminate this Agreement and obtain damages from CM resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to CM, County shall deduct from sums due to CM any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to CM pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, CM agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve CM of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2.9 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

2.10 County may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Construction Manager and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Construction Manager's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Construction Manager and its subconsultants by virtue of the County's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Construction Manager's and subconsultants policies. Construction Manager and its subconsultants shall afford County

access to their books and records and cooperate with County in verifying the amount of savings realized.

END OF APPENDIX E

APPENDIX F

STAFFING PLAN FOR CONSTRUCTION MANAGEMENT SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Professional Services Agreement dated as of July 1, 2014, by and between URS Corporation, a Nevada Corporation, dba URS Corporation Americas, hereinafter referred to as "CM" and the COUNTY OF STANISLAUS, hereinafter referred to as "County" providing for professional services for the County's Public Safety Center Project.

ARTICLE 1 – CONSTRUCTION MANAGER'S STAFFING PLAN

1.1 Construction Manager's Staffing Plan is appended to this Appendix F as Exhibit 1, and identifies staff by position, name, responsibility, rate, planned level of effort, projected hours, and his or her planned periods of involvement with the Project ("Staffing Plan"), including but not limited to the following:

Name	Responsibility
Michael Egge	Construction Manager
TBD	Estimator
TBD	Contracts Administrator
TBD	Office Engineer
Eric Ertman	Project Engineer

1.2 Staffing in organization chart format is also provided.

ARTICLE 2 – KEY PERSONNEL AND SUBCONSULTANTS

2.1 Construction Manager's Key Personnel are identified in the Agreement Form and their resumes annexed to this Appendix F.

ARTICLE 3 – CHANGES TO KEY PERSONNEL AND ADDITIONS TO STAFFING PLAN

3.1 For Key Personnel, Construction Manager shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without County's prior written approval.

3.2 For personnel initially identified in the Staffing Plan by position only, Construction Manager shall submit for review, comment and approval, resumes of each person proposed to fill each position, and/or replacements to personnel once approved, showing such person's experience and qualifications to fill such position. Such added personnel ("Added Personnel") shall be added to Construction Manager's staff as necessary, but subject to approval by County.

3.3 Unless directed to reduce staff by County, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten (10) days thereof, Construction Manager shall propose a replacement person for County's approval pursuant to the following process:

3.4 Construction Manager shall prepare and submit to County for its review, comment and approval, a proposal listing all personnel that Construction Manager proposes to assign to the Project as replacement, and the proposed duration of each such assignment.

3.5 Within fifteen (15) days following Construction Manager's submittal of the proposal and resumes, County shall either give its written approval of such submission or provide comments. In the event County approval is withheld, Construction Manager, in response to such comments, shall promptly, but no later than five (5) business days after receipt of County's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to County for its approval, and such process shall continue until County approves Construction Manager's proposed staffing. Such approvals shall not be unreasonably withheld.

3.6 For replacement of Key Personnel, Construction Manager shall be subject to liquidated damages as described below, and also may not receive reimbursement for substitute personnel in amounts greater than would have been paid for the initial Key Personnel.

3.7 County may, in its sole discretion, direct Construction Manager to add to or reduce Construction Manager's staff to meet changing Project requirements.

ARTICLE 4 – UNSATISFACTORY PERSONNEL

4.1 Construction Manager shall remove any person employed by Construction Manager or any subconsultant whom County may deem incompetent, improper or a hindrance to the progress of any Work or Services on the Project, and in the event of any such removal, Construction Manager shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, Construction Manager shall propose properly experienced and qualified replacement personnel for County approval, pursuant to the same process as is described in Article 3 above.

ARTICLE 5 – LIQUIDATED DAMAGES FOR KEY PERSONNEL

5.1 Construction Manager and County agree that the personal services of the Key Personnel is a material term of the Agreement, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the County, the measure of which would be impractical or extremely difficult to fix, and in lieu of which County and Construction Manager have agreed to liquidated damages as described below.

5.2 County may assess and Construction Manager shall accept liquidated damages in the amount of three (3) times the gross monthly salary for unauthorized substitutions of any Key Personnel.

5.3 No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, or resignation of Key Personnel.

5.4 County in its sole discretion may elect to waive, reduce or delay implementation of liquidated damages.

END OF APPENDIX F

APPENDIX G

BRIDGING ARCHITECT RESPONSIBILITIES

This is an Appendix attached to, and made a part of and incorporated by reference to the Professional Services Agreement dated _____, 2014, by and between _____, hereinafter referred to as "CM" and the COUNTY OF STANISLAUS, hereinafter referred to as "County" providing for professional services for the County's Public Safety Center Project.

PAYMENTS TO BRIDGING ARCHITECT

1. Maximum Payment

1.1 County shall pay Bridging Architect an agreed-upon sum for Basic Project Services.

1.2 Excluding Additional Services only, the Maximum Payment to Bridging Architect for Services performed under this Agreement shall not exceed progress on the Project Services described in Appendix A, Services to be Performed by Bridging Architect, the stated budget for the Services, and the percentage allowances under Paragraph 2.2 below.

1.2 For purposes of this Appendix B, all work performed by Bridging Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Bridging Architect's payments due under this Agreement. The Maximum Payment to Bridging Architect described above shall apply in all circumstances except Additional Services.

1.3 Bridging Architect's fee for this Project shall not exceed \$_____.

This measure shall constitute Bridging Architect's full compensation for its work.

1.4 County's Allowance. Bridging Architect's fee includes and allowance of _____ ("County's Allowance"). Payment of amounts from County's Allowance shall be subject to County's approval and shall be administered to Bridging Architect through written Authorizations approved by the County's Project Manager.

1.4.1 County will authorize and direct Bridging Architect regarding provisions in this Paragraph 1.4. County shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from County's Allowance. Generally, Allowance funds will be used only for those purposes enunciated in Paragraph 8.3 of this Appendix A.

1.4.2 The actual cost of Additional Services for which the County's Allowance is provided includes, without limitation, labor, overhead, profit, and other associated expenses approved by County. There will be no mark up or fee on allowances.

1.4.3 Funds authorized for Additional Services using County's Allowance will not be released for payment unless County has authorized Allowance work in writing. Unused Allowance amounts at Project completion shall reduce Bridging Architect's fee accordingly.

1.5 If County changes the scope of the Project referenced in Appendix A Paragraph 1.1, either increasing or decreasing the scope of Bridging Architect's Services, then the parties shall calculate an amended lump sum fee based upon the revised Project value. If County changes Project scope after Bridging Architect has commenced work on the Project, then the parties shall agree upon an equitable adjustment limited by the original fee for the Project, Bridging Architect's incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

1.6 All Reimbursable expenses must be included in the not-to-exceed proposed price.

2. Methods of Payment for Services and Expenses of Bridging Architect

2.1 For Basic Services on the Project: County shall pay Bridging Architect for basic services rendered under Appendix A a sum not exceeding the Maximum Payment Amount for the Project identified in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase. Within each phase listed in Paragraph 2.2 below, Bridging Architect shall be paid according to its percentage completion of each phase.

2.2 Maximum Payment to Bridging Architect by Phase

<u>PHASE</u>	<u>AMOUNT</u>
Program Verification Phase	10%
Schematic Design Phase	35%
Bridging Phase	45%
Design Build Procurement Phase	10%
TOTAL BASIC SERVICES	100%

2.2.1 Retention: The County shall pay the Bridging Architect for Services rendered in an amount not to exceed the option totals set forth in Section 2.2, less 5% retention in accordance with Civil Code Section 3320. County and Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon award of the design build construction contract.

2.2.2 Additional Services during the Construction Phase: If requested in writing by the County, the Bridging Architect may be required to perform work during the construction phase of the project. If additional services are needed by the County, the County will issue a work authorization describing the additional work. The Bridging Architect will be compensated as Additional Service per paragraph 2.3.

2.3 **Additional Services** County shall pay Bridging Architect for Additional Services rendered under Appendix A as follows:

2.3.1 General. For Additional Services of Bridging Architect's principals and professional and technical staff engaged directly on the Project and rendered pursuant to Appendix A Paragraph 8, on the basis of a lump sum negotiated between the parties, or, at County's option, at the Billing Rates (as defined below).

2.3.2 Subconsultants. For Additional Services of Subconsultants employed by Bridging Architect to render Additional Services pursuant to Appendix A Paragraph 8, the amount billed to Bridging Architect.

2.3.3 Hourly Basis. For Additional Services on an hourly basis, Bridging Architect agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the County.

2.3.4 Reimbursable Expenses. Except as set forth in Paragraphs 2.3.5 and 2.3.6 below, County shall pay Bridging Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services.

2.3.5 Other Expenses. For expenses not required by the Agreement, the County shall reimburse the following expenses at a rate of 1.10 time cost, whether incurred on Basic Services or Additional Services: any plotting of Drawings, Specifications and Bidding

Documents in addition to the original set plus one plot; and fees paid to government agencies on behalf of the County.

2.3.6 Photocopying and Postage. On Basic Services, County shall pay Bridging Architect 1.10 times cost for expenses for plotting, photocopying and postage.

3. Times of Payments

3.1 Bridging Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services as specified in Paragraph 2.2 above.

3.2 Bridging Architect shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based on Bridging Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The County shall promptly review Bridging Architect's monthly statement, and provided it is acceptable, shall promptly make payment thereon.

4. Definitions

4.1 **"Bridging Architect's Billing Rates"** apply to all Bridging Architects' professional personnel (Bridging Architect's and drafters) engaged directly on the Project listed below. Bridging Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, Bridging Architect's Billing Rates are attached as an Exhibit to this Appendix B.

4.2 **"Reimbursable Expenses"** mean actual expenses incurred by Bridging Architect or Subconsultants in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and if authorized in advance by the County, overtime work requiring higher than regular rates.

4.2.1 Reimbursable Expenses shall not include Local Travel.

4.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Bridging Architect.

4.2.3 **"Local Travel"** means travel between Bridging Architect's offices and Stanislaus County, and travel to any location within a fifty-mile radius of either Bridging Architect's office or Stanislaus County.

BRIDGING ARCHITECT DELIVERABLES

Bridging Architect's deliverables under the Agreement are as follows. Bridging Architect shall submit to County all designs and drawings on CD or external hard drive format in Auto CAD format, Adobe Acrobat (PDF) format; and specifications in Microsoft Word and/or Microsoft Excel format, and Acrobat Adobe (PDF) format; and hard copy format:

1. Not Used.

2. Program Verification Phase Deliverables

2.1 The Bridging Architect will review the County's Program, budget, and time table and will confirm in writing that the project can be designed and constructed for the budget and within the time

allowed.

2.2 The Bridging Architect will develop alternative conceptual plans and provide a general economic analysis of County's program requirements applicable to various design alternatives including, but not limited to, structural, mechanical, electrical, plumbing, fire safety, electronics, and security systems.

2.3 Coordination. The Bridging Architect shall provide written recommendations on coordination of design, procurement and construction efforts among the three projects that comprise the County's Public Safety Center Jail Expansion Project.

3 Schematic Design Phase The deliverables required by the Schematic Design Phase are defined in Paragraph 4 of Appendix A and include, without limitation, the following:

- 3.1 Written recommendations on required additional information and data.
- 3.2 Preliminary estimates of construction costs, times of completion, and alternatives.
- 3.3 Schematic layouts, sketches and conceptual design criteria, with supporting reports and exhibits.
- 3.4 Opinion of probable construction costs.
- 3.5 Work phasing recommendations.
- 3.6 Information and diagrams for required meetings.
- 3.7 Report of interfacing meeting with County groups.

4 Bridging Documents Phase The deliverables required by the Bridging Documents Phase are defined in Paragraph 5 of Appendix A and include, without limitation, the following:

- 4.1 Reports on whether further data, information or permits or reports are needed.
- 4.2 Written design criteria for mechanical and electrical systems.
- 4.3 Design of the Security Electronics System.
- 4.4 Information and diagrams for required meetings.
- 4.5 Comprehensive update on estimates on probable Construction Costs and times of completion.
- 4.6 Recommendation of supplementary conditions to the Construction Contract and additional bidding requirements
- 4.7 Written certification the project can be designed and constructed within the budget.

5 Procurement Phase The deliverables required by the Procurement Phase are defined in Paragraph 6 of Appendix A and include, without limitation, the following:

- 5.1 Written addenda (where necessary).
- 5.2 Written determinations regarding proposed substitutes.
- 5.3 Review of Proposal Documents from Design Build Teams

- 5.4 Participate in Interviews of the Design Build Teams
- 5.5 Written acceptance or rejection of requests for substitution along with data substantiating basis for decision.
- 5.6 Summary report on workshop discussions.
- 5.7 Technical Review report regarding compliance of submission with design criteria.
- 5.8 Identification of areas requiring clarification.
- 5.9 Summary of items to be clarified as part of award process.

6 Design Build Phase The deliverable required by the Design Build Assistance Phase are defined in Paragraph 7 of Appendix A and include, without limitation, the following:

- 6.1 Technical Review report regarding compliance of submission with design criteria;
- 6.2 Written determination of findings regarding any requested deviations; and
- 6.3 Written comments on shop drawings and related submittals.
- 6.4 At a minimum, the HOK team intends to provide formal reviews of the following:
 - 6.4.1 Cell construction
 - 6.4.2 Physical security components (doors, hardware, etc.)
 - 6.4.3 Security electronics
 - 6.4.4 Mission critical mechanical and electrical systems
 - 6.4.5 Security furnishings

7 Project Completion Phase

- 7.1 Consolidated set of reproducible record documents, together with consolidated electronic files of the documents for the entire Project.
- 7.2 Design-Build Contractor-supplied Operating and Maintenance (O&M) Manuals
- 7.3 Report from inspections of the Project for substantial completion, final completion and punchlist walk.

END OF APPENDIX G