

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

DEPT: Chief Executive Office

BOARD AGENDA # B-8

Urgent Routine

AGENDA DATE September 9, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Select and Award, as a Result of a Request for Proposals Process, a Professional Services Agreement to Hellmuth, Obata & Kassabaum, Inc. (HOK) for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project, Pursuant to Senate Bill 1022 Adult Local Criminal Justice Facilities Construction Financing Program; Adjust the Project Budget and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the selection and award of a professional services agreement for architectural services to Hellmuth, Obata & Kassabaum, Inc. (HOK) of San Francisco, California, as a result of a Request for Proposals process for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project, pursuant to the State Award of SB 1022 Lease Revenue Bond funding, and approval to initiate bridging architectural services for the design-build construction of the REACT Center Project for the lump sum amount not to exceed \$2,200,000.

2. Authorize the Project Manager to issue the Notices to Proceed to HOK to initiate architectural services, contingent upon proper receipt of an executed agreement and certificate of insurance.

(Continued on Page 2)

FISCAL IMPACT:

On June 27, 2012, Governor Brown signed SB 1022 (Chapter 42, Statutes of 2012) into law, authorizing state lease-revenue bond financing for the acquisition, design and construction of adult local criminal justice facilities. On July 23, 2013, the Board of State and Community Corrections (BSCC) issued Request for Proposals for Construction of Adult Local Criminal Justice Facilities. Legislation has authorized the availability of SB 1022 financing in the amount of \$500 million for counties to construct, expand and/or renovate Adult Local Criminal Justice Facilities.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-469

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote.

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Chiesa

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Project Manager to adjust the REACT Center Project budget to fully fund the costs of architectural services and transmit the updated budget to the Board of State and Community Corrections (BSCC) for the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program \$40 million award for the design-build construction of the REACT Center Project.
4. Direct the Auditor Controller to transfer appropriations in the amount of \$158,000 from the fixed asset account to the services and supplies account, as indicated in the budget journal form within the previously approved project budget.
5. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders for professional services needed in this design phase of the project, as long as they are within the approved project budget.

FISCAL IMPACT: (Continued)

Following the design phase of construction, these facilities may include custodial housing, reentry, inmate programs, mental health or treatment space necessary to manage the adult offender population under the jurisdiction of the Sheriff's Office Adult Detention Division. Of the total \$500 million available, the medium counties set-aside amount was \$160 million, with maximum awards capped at \$40 million each, and a requirement of a minimum of a 10 percent match and a maximum amount of State reimbursement financing limited to 90 percent of total projects costs.

The County's SB 1022 Project is anticipated to result in the construction of a Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center, with up to 288 beds of transitional jail housing facilities at the Public Safety Center (PSC), that will primarily replace the Main Jail in downtown Modesto (except for Court holding). The funding sources are expected with State funding of \$40 million (90%) and a County cash match contribution totaling \$4,445,000 (10%), for a total of \$44,445,000 as included with the SB 1022 grant application. An additional \$250,000, funded by Public Facilities Fees is needed for ineligible project costs pursuant to State funding guidelines, which are in addition to the \$44,445,000, for a total REACT Center Project budget of \$44,695,000.

SB 1022 Jail Construction Financing Plan

On October 15, 2013, the Board of Supervisors approved the SB 1022 project financing plan. The primary sources of the match to be committed to this project include \$4 million in fund balance previously set aside in the 2012-2013 Mid-Year Financial Report by the Board of Supervisors in Assigned Fund Balance, and \$445,000 from unobligated

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Page 3

Public Facilities Fees-Jails, for a total County match of \$4,445,000. In addition to these County match sources, the County is responsible for additional costs deemed ineligible as match for the SB 1022 Project in the amount of \$250,000, which is funded from unobligated Jails-Public Facilities Fees in the amount of \$79,535 and Detention-Public Facilities Fees in the amount of \$170,465. The Public Facilities Fees Committee approved the use of these PFF funds on September 30, 2013, and the Capital Facilities Committee subsequently supported this plan on October 3, 2013. The County's entire 10% cash match of \$4,445,000 previously approved by the Board of Supervisors was transferred to the new REACT Center Capital Project Fund on October 15, 2013.

On May 6, 2014, the Board of Supervisors approved the acceptance of the conditional award of \$40 million from the State of California Board of State and Community Corrections under SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for the design-build construction of the REACT Center Project and approved the establishment of a full project budget totaling \$44,695,000.

The SB 1022 REACT Project will be financed on an interim basis by the State by using funds from the State's pooled money investment account and ultimately using long-term lease revenue bond financing. The construction of the REACT Center Project will expand offender programs and detention housing to support growth of the previously approved Public Safety Center Jail Expansion Plan. The REACT Center Project supports jail programming and custody for the expanded County detention needs. The PFF cash match of \$445,000 will fund programming and housing facility construction, which is 100% eligible for Public Facilities Fees funding.

Ineligible costs attributed to the SB 1022 REACT Project in the amount of \$250,000 are necessary for the full completion of the project. Ineligible project costs, as deemed by the State, cannot be included as match in the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program. Of the \$250,000 in PFF, 100% is eligible for Public Facilities Fees funding.

State Public Works Board approval of Project Scope, Schedule and Costs

On August 13, 2014, the State Public Works Board (SPWB) approved Stanislaus County's project scope, project schedule and project costs, which was a significant milestone that allows Stanislaus County to be the first county awarded under SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program funding to initiate a SB 1022 project in the State of California. With the SPWB approval of project scope, cost and schedule (Attachment 1, Approval to Proceed or Encumber Funds) the Project Manager will initiate several key actions outlined in the Discussion section of the staff report, including the recommendation to award a professional architectural services agreement to Hellmuth, Obata & Kassabaum, Inc. (HOK) of San Francisco, California

Approval to Select and Award as a Result of a Request for Proposals Process a Professional Services Agreement to Hellmuth, Obata & Kassabaum, Inc. (HOK) for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project Pursuant Senate Bill 1022 Adult Local Criminal Justice Facilities Construction Financing Program; Adjust the Project Budget, and Related Actions

Page 4

for the Stanislaus County Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project, pursuant to the State Award of SB 1022 Lease Revenue Bond funding, and initiate architectural services for the design-build construction of the REACT Center Project for the lump sum amount not to exceed \$2,200,000.

At this time, the Project Manager recommends the adjustment of the REACT Center Project budget to include the cost of the comprehensive and interactive list of architectural services to be performed by HOK as part of the agreement, including but not limited to: programming, schematic design, preparation of bridging documents, design-build procurement support, construction administration and project completion support. The Project Manager requests authorization to adjust the REACT Center Project budget to fund the full cost of architectural services to be performed by HOK by using \$402,000 in existing available funds previously dedicated to specialty design and engineering consultants and by performing a transfer of \$158,000 from design-build construction fixed assets account to the architectural services account to fully fund the cost of the comprehensive architectural services to be provided by the Bridging Architect. This budget adjustment will allow the design phase to proceed within the project budget *previously* approved by the Board of Supervisors as reflected in the following updated Sources and Uses chart:

SB 1022 Sources and Uses

Re-Entry and Enhanced Alternatives to Custodial Training (REACT)

<i>Proposed Sources 9.09.14</i>	
SB 1022 Construction Financing	\$40,000,000
Previously Set-Aside Fund Balance	\$4,000,000
County Public Facilities Fees (Match Requirement)	\$445,000
County Public Facilities Fees (Ineligible Costs)	\$250,000
Total Project Sources	\$44,695,000
<i>Proposed Uses 9.09.14</i>	
Salaries/Project Management	\$1,895,000
Services & Supplies/Inspections/Construction Management	\$2,846,000
Bridging Architect	\$2,200,000
Cost Applied Charges	\$76,000
Design-Build Construction	\$37,678,000
Total Project Uses	\$44,695,000

Consistent with the State's funding guidelines, the SPWB's approval of the project scope, cost and schedule will allow the County to be reimbursed for costs attributable to identified eligible state project costs, and only after the County conditionally awards the

construction contract and final award is granted by the Department of Finance. Therefore, the County will use the cash match previously approved for use by the Board of Supervisors to fund these State eligible costs during the design phase of the construction project and seek reimbursement following the award of the construction contract.

Once the construction contract is awarded, and during the course of construction, any delays between reimbursement between the State and the County will require the Treasury Pool to temporarily advance cash flow expenditures during the course of construction until the County is reimbursed for all eligible expenses.

As the REACT Center Project (SB 1022) progresses, all major project decisions, will be brought back to the Board of Supervisors at each phase of the project for consideration, review, and approval.

DISCUSSION:

Background

Stanislaus County is partnering with the State of California to fund the construction of 288 transitional adult detention beds, programming space and administrative space at the Public Safety Center, 200 East Hackett Road. The REACT Center Project will enhance and expand the adult detention continuum of services with the completion of the AB 900 Phase II Public Safety Center Expansion projects that will provide maximum security housing facilities, a Day Reporting Center and a County funded intake, release and transportation support facility. The construction of the REACT Center project will allow the County to close the antiquated downtown Men's Jail, reserving the building for use as a Court Holding Facility only.

The previous Public Safety Center Needs Assessment responded to the needs of the Sheriff's Office in managing the existing jail system by recommending the closure of the Honor Farm at Grayson Road, Modesto and relocation of staff and inmates to the new Honor Farm Replacement Building (Unit 2) at the Public Safety Center. The Needs Assessment also suggested that far too many inmates are assigned to housing units that are below their classification security level, directly due to a lack of maximum-security beds. It also found that the Intake/Release area at Men's Jail is inadequate for the number of inmates processed and a new Intake/Release area should be added to the PSC as a replacement.

On January 17, 2013, the Project Manager contracted with Crout Criminal Justice Consulting, LLC (formerly Crout & Sida) to provide an update to the 2011 Stanislaus County Needs Assessment and focus on the impacts of **public safety realignment** (AB

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Page 6

109) since October 2011. Preliminary findings suggest there is an increased need to provide services for inmates with mental and physical health issues in the County jail system. Nearly 25 percent of the County inmate populations are AB 109 offenders, who are in custody for crimes that would have previously resulted in incarceration in State prison. The 2013 Updated Needs Assessment found that the most critical need for the Jail System was a lack of program space for County and AB 109 Realignment offenders to prepare for re-entry into the community due to the radical change in inmate demographics in the jail system.

The 2013 Updated Needs Assessment, approved by the Board of Supervisors on October 15, 2013, also addressed a lack of available beds to meet the ultimate goal of permanently closing the Downtown Men's Jail and centralizing all inmates and associated programming services at the PSC. A recommendation to add 342 net replacement beds at the PSC to replace the Men's Jail was included in the updated assessment.

The impact of State prison realignment due to Assembly Bill (AB) 109 has exacerbated the County's growing detention needs with the diversion of non-serious, non-violent, non-sexual crime offenders with shorter term sentences to County detention facilities, rather than being transferred to State prison. Offenders being returned to custody due to parole violations would typically serve their parole violation terms at local detention facilities as well. It is envisioned that the REACT Center Project programming services will assist the Sheriff's Office in reducing recidivism for the reoccurring offender population often associated with realignment (AB 109).

Senate Bill 1022 State Conditional Award

On December 12, 2013, the Board of State and Community Corrections (BSCC) informed the County that its REACT Center Project would not be recommended to receive a conditional funding award.

The Executive Steering Committee met on January 16, 2014 to consider and recommend SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program conditional funding awards. The Sheriff, Chief Probation Officer and Chief Operations Officer attended the BSCC meeting in Los Angeles, California. Thirty-six counties submitted requests for funding that were ranked according to how closely they met the requirements of AB 109's landmark reform to house and rehabilitate non-serious, non-violent, non-sexual offenders in their home communities. Fifteen counties were recommended to receive \$500 million in lease revenue bond funding at the January Board of State and Community Corrections meeting. Counties then had 30 days to appeal the decision. Three counties did appeal, including Stanislaus County.

Approval to Select and Award as a Result of a Request for Proposals Process a Professional Services Agreement to Hellmuth, Obata & Kassabaum, Inc. (HOK) for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project Pursuant Senate Bill 1022 Adult Local Criminal Justice Facilities Construction Financing Program; Adjust the Project Budget, and Related Actions
Page 7

Stanislaus County presented its appeal on March 11, 2014 to the Board of State and Community Corrections (BSCC) hearing panel. Following the appeal presentation, the panel of BSCC board members recommended that the full BSCC Board adopt the panel's decision to award Stanislaus County \$40 million in jail construction funding.

On Thursday, March 13, 2014, the full Board of State and Community Corrections (BSCC) Board granted the appeal of Stanislaus County to the 2nd place ranking for the REACT Center Project proposal and providing for \$40 million for construction of a Re-Entry Facility at the Public Safety Center.

On May 6, 2014, the Board of Supervisors approved the acceptance of the conditional award of \$40 million from the State of California Board of State and Community Corrections under SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for the design-build construction of the REACT Center Project.

Subsequent to this significant State award of SB 1022 funding, on July 24, 2014, the County Team, including the Project Manager and the Sheriff's Office, attended a meeting with key stakeholders from the Board of State and Community Corrections (BSCC), Department of Finance, Office of the State Fire Marshal and Department of General Services, to plan proceeding with the Jail Construction Financing Process, presenting the County's Project in detail and initiating the required project establishment process.

On August 13, 2014, the State Public Works Board (SPWB) approved Stanislaus County's project scope, project schedule and project costs, which was a significant milestone that allows Stanislaus County to be the first county awarded under SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program funding to initiate the project and begin the design phase of construction.

Project Description

In accordance with the 2013 Updated Adult Detention Needs Assessment, the project will contain approximately 288 jail beds in adult detention transitional housing units with all associated support and program space, a security administration (control) center and circulation and common space. In addition, the REACT Center will provide services to the offender population under the Sheriff's jurisdiction, including post-release and out-of-custody/monitored release programs. The REACT Center will also include public lobby/reception areas, administration space, classrooms, counseling rooms and a multipurpose room.

One of the primary goals of the REACT Center Project is to replace existing jail beds at the Men's Jail in downtown Modesto by constructing new, modern programming and

housing facilities at the Public Safety Center. The REACT Center will be staffed by the transfer of existing Sheriff's personnel to the new adult detention facility at the Public Safety Center. Jail Alternatives Unit staff will transfer from their 801 11th Street, Modesto location to the REACT Center administrative area to run Sheriff's AWP/Home Detention programming.

Request for Qualifications/Proposals

On June 9, 2014, as previously authorized by the Board of Supervisors, the Project Manager issued a Request for Qualifications/Proposals (RFQ/P) for professional architectural services for the REACT Center Project. The RFQ/P was advertised in trade journals and newspapers. Ultimately, a group of 36 different Architects, Engineers and Specialty Consultants requested and received the RFQ/P document from the County. Written proposals were required to be submitted no later than July 16, 2014 at 2:00 p.m.

On July 16, 2014, three proposals were received the following highly qualified architectural firms:

- DLR Group of Sacramento, California;
- HOK of San Francisco, California; and
- Lionakis of Sacramento, California.

On July 21, 2014, an Evaluation Team conducted an extensive and thorough review of all submitted written proposals. Proposals were evaluated on a comparative, competitive qualification basis, based upon the RFQ/P's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, seeking the proposal most advantageous to Stanislaus County. Specific evaluation criteria, as listed in the RFQ/P document, consisted of:

- Respondent's experience in satisfactorily performing similar services or similar projects;
- Type of services needed by the County in light of the nature of the project and budgetary issues;
- Ability of the Respondent to perform the professional services agreement and carry of the services within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Claims experience; and,
- Any other factor deemed relevant, in the County's sole discretion.

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Page 9

The Evaluation Team found that all three firms were qualified to perform the work, and subsequently, all three firms were invited to participate in Selection Interviews.

The Selection Committee from the Project Team conducted extensive interviews, problem solving sessions and final evaluations with all three of the Respondents. The same criterion was used by the Selection Committee as was used by the Evaluation Committee, listed above. In addition, during the Selection Interview, each of the three Architects was given an architectural design problem to evaluate and provide recommended solutions. This exercise also factored into the selection process.

The Selection Interview Committee ranked and scored the three firms as follows:

<u>Firm</u>	<u>Rank</u>	<u>Score (Out of 50 Points)</u>
HOK/LDA	1	46.0
DLR Group	2	41.2
Lionakis	3	38.4

The HOK/LDA proposal was rated highest and most advantageous to the County. Each proposer was personally notified of the results of the process and a Notice of Intent to Award a Bridging Architect Professional Services Agreement to HOK was mailed to each of the three Architects on August 12, 2014. The Project Manager has shared the recommendation for the HOK design team with all the respondents to the Request for Proposals process and expressed the County's appreciation for their interest and proposals. All notices pursuant to the Protest period in the RFP have passed with no protests filed.

Based on the results of the comprehensive and thorough interview and evaluation process, the Project Team makes the following recommendations for the selection of the architectural firm for the REACT Center Project.

Next Recommended Actions:

- ***Approve the selection and award of a professional services agreement for architectural design services to Hellmuth, Obata & Kassabaum, Inc. (HOK) of San Francisco, California as a result of a Request for Proposals process for the Stanislaus County Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project pursuant to the State Award of SB 1022 Lease Revenue Bond funding and approval to initiate architectural services for the design-build construction of the REACT Center Project for the lump sum amount not to exceed \$2,200,000.***

This action will authorize the Project Manager to execute an agreement for professional architectural services for the SB 1022 REACT Center Project to Hellmuth, Obata & Kassabaum, Inc. (HOK) and initiate architectural services for the design-build construction. The architectural services agreement will be funded under Senate Bill (SB) 1022 Adult Local Criminal Justice Facilities Construction Financing Program funds and County Cash Contribution funds.

HOK is a leader in the Country and particularly in the State of California in the business of successful Justice Architecture. The HOK team is comprised of recognized design professionals who have demonstrated a rich history of successfully designing justice projects. The team brings a unique blend of California and national experience, with an excellent focus on quality and cost effective jail projects, with particular emphasis on the operating efficiency of jails. This focus on the operating cost impact of design decisions, design-build expertise and a wide range of expertise and experience are essential to a successful project, and the Project Team believes the HOK proposal best meets the needs of Stanislaus County.

HOK will be providing a highly interactive and comprehensive approach to the facility programming, design and cost estimating for the REACT Center Project. The programming and design functions of the professional services agreement are essential to setting the framework for this new, modern facility that provides in custody and out of custody programming services for the Sheriff's adult inmate population.

The HOK team is joined by Mr. Eric Wohle from LDA Partners from Stockton, California, to bring a focused Central Valley perspective to this large project. Mr. Wohle was the Architect of Record for the Thomas W. Mayfield Regional Animal Services Facility and prepared Bridging Documents for Project Two-Day Reporting Facility and has extensive knowledge and experience on the needs of the Public Safety Center site.

HOK served as the County's Bridging Architect for the Project One (Maximum-Security /Medical-Mental Health Housing Unit) and Project Two (Day Reporting Center), both funded by Assembly Bill 900 (AB 900) Phase II Jail Construction Funding. HOK was also the Bridging Architect for the County companion Project Three (Intake, Release, Transportation). All three Public Safety Center projects were successfully solicited to Design-Build Teams, with positive results of keeping the projects on schedule and within budget while expanding the base scope of work at no additional cost to the project budgets established by the County.

The Bridging Architect will be required to prepare the facility program, design criteria, performance specifications and other project-specific material sufficient to provide the basis to procure services for the design-build construction for the REACT Center Project. Based on the developed program and budget requirements, the Bridging

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Page 11

Architect will prepare final Bridging Documents. If the Bridging Documents and budget are approved, the Bridging Architect will assist the County in reviewing and evaluating Proposals from Design-Build Teams. The Bridging Documents shall be of sufficient detail to show design intent, correlate the program to new facilities, and allow design-build construction teams to prepare a proposal. Additionally, the Architect's Professional Services Agreement calls for assisting the County with negotiating a best and final offer for construction, providing construction administration services during the design-build construction effort and providing project closeout support. These services provided by HOK will assist the County in producing a REACT Center Project that meets the needs of the Sheriff's Office, managing project costs and ensuring the project is delivered within the established project budget and schedule.

It is important to note that the State Requirements for the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program funding are strict, comprehensive and regulatory in nature. The County must seek various levels of approvals for many project actions in addition to the approval of the Board of Supervisors. The level of knowledge and experience of the recommended architectural team will greatly assist Stanislaus County in a successful partnership with the State of California.

- ***Authorize the Project Manager to adjust the REACT Center Project budget to fully fund the costs of architectural services and transmit the updated budget to the Board of Community Corrections (BSCC) for the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program \$40 million award for the design-build construction of the REACT Center Project; Direct the Auditor Controller to transfer appropriations in the amount of \$158,000 from the fixed asset account to the services and supplies account, as indicated as within the previously approved project budget.***

The Project Manager requests authorization from the Board of Supervisors to make a technical adjustment to the project budget to fund the costs of architectural design services to be provided by HOK. There is no cost increase to the Project Budget, rather a transfer within the approved budget. Available funding in the amount of \$158,000 will be reallocated within the project budget from furniture, fixtures and equipment within State reimbursed funds for construction to pay the full cost of architectural services, which are also reimbursable. The Project Manager also requests Board of Supervisors approval to coordinate and transmit an updated Budget Summary Table and 3-Page Estimate through project duration, which details costs of the project to the respective State Agencies including the Board of State of Community Corrections (BSCC) and Department of Finance (DOF) as long as the costs are within the previously approved project budget. The BSCC and DOF will ultimately review and approve all costs of the

project at various phases of design and prior to the award of a design-build construction contract.

Schedule

On August 13, 2014, the State Public Works Board (SPWB) approved the County's project establishment of the SB 1022 REACT Center Project, which included the State approval of project scope, cost and schedule. HOK will be issued a Notice to Proceed with architectural services following this decision by the Board of Supervisors to meet the necessary design and construction deliverables deadlines with the State, a summary of which is outlined below:

Phase/Action Item	Begin Date	End Date
Programming/Bridging Design Phase	September 19, 2014	Fall 2015
Bid Phase	Fall 2015	Spring 2016
Construction Phase	Spring 2016	Fall 2017
Completion		Fall 2017
Occupancy		Spring 2018

Upon various approvals by the Board of Supervisors and State Agencies throughout duration of project design, the actual construction of the projects is anticipated in mid-2016 with completion anticipated by 2018.

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 offenders. 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 proposed SB 1022 REACT Center Project is envisioned to replace the downtown Men's Jail (except for Court Holding) and will be staffed by the transfer of existing Sheriff's personnel to the new 288-bed housing and programming facility. Existing Jail Alternatives Unit staff will transfer from their 801 11th Street, Modesto location to the REACT Project Center administrative area to operate Sheriff's AWP/Home Detention programming. SB 1022 funding includes a provision that the County is not obligated to fully staff the new facilities upon opening; a phased opening is allowable. The Sheriff

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Page 13

and the team are confident that a flexible strategy to maximize all available tools and resources will allow the County to house inmates given available funding.

CONTACT PERSON:

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

REQUEST FOR APPROVAL TO PROCEED OR ENCUMBER FUNDS

The **Board of State and Community Corrections** hereby requests PWB/DOF action related to the following project:

1. Project ID: 61.1022.11.13 - **Government Code Section 15820.92 – 15820.926**
Project Title: **Stanislaus County Public Safety Center REACT Project**

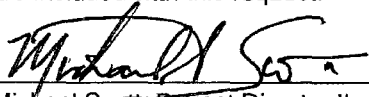
2. Requested PWB/DOF Action Date: **August 2014** Date of last approval: **N/A**

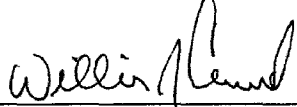
3. Requested Action: (all reporting requirements related to this request as defined in SAM, are attached)
 - Site Acquisition – Section 6848 (an agenda package has been submitted to DGS)
 - Approve Preliminary Plans – Section 6851
 - Approve Working Drawings – Section 6852
 - Approve Proceed to bid – Section 6852
 - Approve Construction Contract Award – Section 6853
 - Request for Augmentation / Reversion – Section 6861, 6862
 - Approve Scope Change – Section 6863
 - Other Specify: **Establish project scope, cost, and schedule**

4. Project Completion Reporting: (reporting requirements as defined in Section 6856 are attached)
 - Project Occupancy
 - Project Completion
 - Project Closeout

5. Project Certifications:
 - CEQA Compliance: (reporting requirements as defined in Section 6850 are attached)
 - This project meets CEQA compliance requirements.
 - The action requested does not invalidate the CEQA compliance.
 - The action requested mandated a review of the CEQA compliance.
 - Scope Changes: (reporting requirements as defined in Section 6863 are attached)
 - Project scope has not changed from that as defined in the previous reporting.
 - A change in project scope is necessary in order to proceed with the project.
 - Costs/Funding/Schedule Changes: (reporting requirements as defined in Section 6861 are attached)
 - Costs, funding, and schedules have not changed from that as defined in the previous reporting.
 - Changes in cost, funding and/or schedules are necessary in order to proceed with the project.


I hereby certify that the above is accurate and that the necessary reporting requirements as defined in SAM are included with this request.

 06/12/14
Michael Scott, Project Director II Date
County Facilities Construction Unit

 06/11/14
William J. Crout, Deputy Director Date
Corrections Planning and Programs Division

RESULTING ACTION

- The above action(s) is/are approved. Authority is granted to proceed when funding authority permits.
- The following must be addressed prior to granting approval of all actions: _____


Department of Finance

Date: 8/13/2014
DF 14D (rev 7/97)

Database
Balance Type
Data Access Set

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

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Source
Currency
Period

* List - Text CEO JDK
* List - Text USD
List - Text SEP-14

DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

Text
Text
Text Budget increase for SB 1022 REACT
Text 09.09.14 BO #
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
	2078	0061140	64220	0000000	000000	000000	00000	158000		Architect
	2078	0061140	81000	0000000	000000	000000	00000		158000	Equipment
Totals:										
								158000	158000	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Adjust budget per Board item 9/9/14 to cover increase to Architectural costs for HOK contract.

Requesting Department		CEO		Data Entry		Auditors Office Only	
Jim Kwartz		<i>D. Luciani</i>		Keyed by		Prepared By	
Prepared by		Supervisor's Approval		Date		Approved By	
09.09.14		9/5/14		Date		9/5/2014	
Date		Date		Date		Date	

**STANISLAUS COUNTY
Professional Services Agreement**

With

HELLMUTH, OBATA & KASSABAUM, INC.

FOR

Bridging Architect Services for
SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center

September 9, 2014

**AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND
HOK**

This Professional Services Agreement (the “**Agreement**”) is dated September 9, 2014 and is by and between the County of Stanislaus, a political subdivision of the State of California (“**County**”) and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“**HOK**” or “**Bridging Architect**”) relating to Architectural Design Services for the Re-Entry and Alternatives to Custody Training (REACT) Center Project.

Recitals

WHEREAS, County wishes to retain Bridging Architect to provide architectural, engineering and related services for its REACT Center Project;

WHEREAS, Bridging Architect was selected by means of County’s consultant selection process, and represents that it is qualified to provide the services required by County as set forth in this Agreement;

WHEREAS, County’s rules and regulations authorize County to enter into agreements for expert professional temporary 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 together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Services to be Provided by Bridging Architect), <u>Appendix B</u> (Payments to Bridging Architect), <u>Appendix C</u> (Milestone Schedule), <u>Appendix D</u> (Deliverables), <u>Appendix E</u> (Insurance), Appendix F (Preliminary Programming Concepts) and Appendix G (Programming – Suggested Scope of Services) attached hereto
“Bridging Architect”	HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“ HOK ” or “ Bridging Architect ”)
“County”	County of Stanislaus
“Project”	The Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project described in <u>Appendix A</u> , Services to be Provided by Bridging Architect.
“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 and administrative services.

"Subconsultants"	Bridging Architect's consultants, subconsultants, contractors and subcontractors, of any tier.
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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 Bridging Architect Agrees to Perform

3.1 Bridging Architect shall perform all Services described in Appendix A, Services to be Provided by Bridging Architect, attached hereto and incorporated by reference as though fully set forth herein.

3.2 Bridging Architect shall complete all Services required by this Agreement within the times specified in the Project's Master Schedule and Milestone Schedule to be provided by County in accordance with Appendix A paragraph 2.4.1 ("**Master Schedule**") and, as applicable, the Milestone Schedule in Appendix C. Bridging Architect agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for County's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and Services. Bridging Architect shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an Excusable Event causes delay ("**Excusable Delay**"), and unless Bridging Architect gives written notice of the Excusable Event and requests a time extension within twenty one (21) days of the occurrence of the Excusable Event. ("**Excusable Events**" shall be limited to acts of neglect by County or County's agents, contractors or consultants when acting at County's direction, breaches of this Agreement by County, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Bridging Architect's reasonable control.) If the period of Excusable Delay caused by an Excusable Event concurs with an Bridging Architect-caused or other nonexcusable delay, County may (but shall not be required to) grant a time extension without compensation.

3.3 Bridging Architect may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Bridging Architect as a direct result of the delay and not otherwise within Bridging Architect's scope of Services, and (iii) are documented to County's satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, when performed no more than twice, and Services related to correcting deficiencies in Bridging Architect's work, shall be within Basic Services and not entitle Bridging Architect to extra costs or Additional Services.)

3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Bridging Architect 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.

4. Compensation

4.1 County shall pay Bridging Architect compensation according to the Compensation Schedule established in Appendix B, "Payments to Bridging Architect". County shall pay Bridging Architect in monthly payments for Services in an amount which the County, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is invoiced and due under Appendix B. Payment shall be less retention in accordance with Civil Code Section 3320, reference paragraph 4.6.

4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Bridging Architect for any payment period on the Project, until County receives all deliverables

required under Appendix D, "Deliverables", for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Bridging Architect has partially completed one or more deliverables due during a payment period, and if Bridging Architect demonstrates diligent progress thereon, then County may make a partial progress payment based upon Bridging Architect's 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 Bridging Architect shall not be entitled to, any payment for Services performed before this Agreement's execution. Bridging Architect shall be entitled to compensation retroactively once Agreement is fully executed and provided said Services are included within Bridging Architect's Scope of Services.

- 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 amount(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 Bridging Architect, in writing, within 15 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, Bridging Architect's transmittal of all deliverables to County required by Appendix A, Services to be Provided by Bridging Architect.
- 4.4 Invoices furnished by Bridging Architect under this Agreement must be in a form acceptable to County. All amounts paid by County to Bridging Architect shall be subject to audit by County. Payment shall be made by County to Bridging Architect at the address stated in Paragraph 6.1 below.
- 4.5 County may set off against payments due Bridging Architect under this Agreement any sums that County determines that Bridging Architect owes to County because of Bridging Architect's 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 23.3 below of this Agreement, to be attended by County, Bridging Architect, and any applicable insurance carriers; such mediation to occur within 30 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 Paragraph 4.5, then County shall have satisfied its obligations under this Paragraph.
- 4.6 Retention: The County shall pay the Bridging Architect for Services rendered in an amount not to exceed the option totals set forth in Appendix B 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.

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 the County for payment to the Bridging Architect 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 Bridging Architect to perform Services or to provide materials, equipment and supplies that would result in Bridging Architect 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 Bridging Architect for Services, materials, equipment or supplies provided by Bridging Architect beyond the scope of the Services, materials, 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 18 below, County and Bridging Architect shall direct all communications to each other as follows:

County

Patricia Hill Thomas
Chief Operations Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
thomasp@stancounty.com

Bridging Architect

Jeff Goodale
Senior Vice President / Justice Director
60 East Van Buren Street, 14th Floor
Chicago, IL 60605
jeff.goodale@hok.com

6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Bridging Architect. Bridging Architect 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 Bridging Architect.

6.3 Bridging Architect agrees that all professional personnel assigned to the Project will be those listed in its proposal, Exhibit 1 to Appendix A, attached hereto 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 Bridging Architect and because of the termination of such employment no longer able to provide Services. However, Bridging Architect 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 Bridging Architect. Resumes for all listed professional personnel are attached via Exhibit 1 to Appendix A, and by this reference incorporated herein.

6.4 Bridging Architect agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Bridging Architect 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 Bridging Architect's cost.

7. Role of Bridging Architect.

7.1 Pursuant to Public Contract Code Section 20133, Bridging Architect acknowledges and agrees that it cannot participate in preparing a bid or proposal with any design-build entity for this Project. In addition, Bridging Architect acknowledges and agrees that neither it nor its Subconsultants may (other than pursuant to this Agreement) prepare any final drawings or specifications for this Project.

7.2 Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County's principal Project architect. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect's compensation, etc.

8. Representations

- 8.1 Bridging Architect represents that it has reviewed Appendix A, Services to be Provided by Bridging Architect, and that in its 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 to Bridging Architect, and within the times specified in the Milestone Schedule.
- 8.2 Bridging Architect represents that it is qualified to perform the Services and that it possesses, and will continue to possess at its 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. Bridging Architect also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 8.3 Bridging Architect represents that it and its Subconsultants have specialized expertise in designing facilities similar to those intended for the Project. Subconsultants' Statements of Qualification, is incorporated herein by reference. Bridging Architect agrees that the Services shall be performed in a manner that conforms to the standards of professional practice observed by a specialist in performing services pertaining to adult detention facilities similar to the Services ("**Standard of Care**"). Bridging Architect agrees that for a period of one year after the completion of the Services it will re-perform or replace any part or all of the Services deemed by County to be defective and/or not meeting the above standard.
- 8.4 The granting of any progress payment by County, or the receipt thereof by Bridging Architect, 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 8 or lessen the liability of Bridging Architect 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.

9. Indemnification and General Liability

- 9.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Bridging Architect 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 and employees (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 Bridging Architect 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 Bridging Architect, 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.
- 9.2 Bridging Architect 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.

- 9.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Bridging Architect for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the Project requiring the general contractor to name Bridging Architect as an additional insured on its Comprehensive General Liability insurance coverage. If the Bridging Architect has the opportunity to review the construction contract prior to bidding, the risk of an inadvertent omission of such provisions is on Bridging Architect.
- 9.4 Bridging Architect shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 9.5 County acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Bridging Architect's responsibilities and expertise and is not included in the scope of Services Bridging Architect is to perform nor included in Bridging Architect's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Bridging Architect shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Bridging Architect shall be responsible to coordinate with County's expert consultant, should the need arise.

10. Liability of County

- 10.1 Except as provided in Appendix A, Services to be Provided by Bridging Architect and Appendix E, Insurance, 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.
- 10.2 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.
- 10.3 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 Bridging Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to Bridging Architect by County. The acceptance or use of such equipment by Bridging Architect or any of its employees shall be construed to mean that Bridging Architect 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 Bridging Architect, its employees, County employees or third parties, or to property belonging to any of the above.
- 10.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which County or Bridging Architect may have under this Agreement or any applicable law. All rights and remedies of County or Bridging Architect, whether under this Agreement or other applicable law, shall be cumulative.

11. Independent Contractor; Payment of Taxes and Other Expenses

- 11.1 Bridging Architect shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Bridging Architect performs the Services required of Bridging Architect by the terms of this Agreement. Bridging Architect shall be fully liable for the acts and omissions of it its Subconsultants, its employees and its agents.

- 11.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Bridging Architect. Bridging Architect acknowledges that neither it nor any of its 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.
- 11.3 Bridging Architect 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.
- 11.4 Bridging Architect shall make its 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 Bridging Architect's Services only and not as to the means by which such a result is obtained.

12. Insurance

- 12.1 Prior to execution of this Agreement, Bridging Architect 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, Insurance, which is attached and made a part of this Agreement. Bridging Architect shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event Bridging Architect fails to maintain any required insurance, and notwithstanding Paragraph 4.5 above, County may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Bridging Architect under this Agreement (or Bridging Architect shall promptly reimburse County for such expense).

13. Suspension of Services

- 13.1 County may, without cause, order Bridging Architect 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 Bridging Architect 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 Bridging Architect shall be compensated for such delay to the extent provided under this Agreement.
- 13.2 Notwithstanding anything to the contrary contained in this Paragraph 13, 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 Bridging Architect is responsible.

14. Termination of Agreement for Cause

- 14.1 If at any time County believes Bridging Architect may not be adequately performing its obligations under this Agreement, that Bridging Architect may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Bridging Architect's performance, County may request from Bridging Architect prompt written assurances of performance and a written plan, acceptable to County, to correct the observed deficiencies in Bridging Architect'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. Bridging Architect shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Bridging Architect acknowledges and agrees 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.

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

- a. Should Bridging Architect 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 Bridging Architect in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Bridging Architect or of all or any substantial part of the properties of Bridging Architect, or if Bridging Architect, its directors or shareholders, take action to dissolve or liquidate Bridging Architect; or
- b. Should Bridging Architect 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 Bridging Architect 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 Bridging Architect to avail itself of this time period in excess of ten (10) calendar days, Bridging Architect must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then Bridging Architect must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Bridging Architect 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 Bridging Architect 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 Bridging Architect to avail itself of this time period in excess of ten (10) calendar days, Bridging Architect must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County, and then Bridging Architect must diligently commence and continue performance of such cure according to the written Cure Plan.)

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

- a. County shall compensate Bridging Architect 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 Bridging Architect for its costs in terminating the Services or any cancellation charges owed to third parties;
- b. Bridging Architect 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. Bridging Architect 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, Bridging Architect 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 Bridging Architect County's costs incurred in connection with finding a replacement.

14.4 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 Bridging Architect shall have no greater rights than it 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 Bridging Architect.

15. Termination of Agreement for Convenience

15.1 County may terminate performance of the Services under the Agreement in accordance with this Paragraph 15 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 Bridging Architect, 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.

15.2 After receipt of a Notice of Termination, and except as otherwise directed by County, Bridging Architect 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 Bridging Architect 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 Bridging Architect's and Bridging Architect's 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 (including mockups and model(s)), completed or partially completed plans, drawings, information, in hard-copy and electronic CAD, PDF, and Microsoft Word format, all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to County; County acknowledges that said documents were prepared for the purpose of the Project.

- g. Use its best efforts to assist County in selling, in the manner, at times, to the extent, and at a price or prices that County directs or authorizes, any property of the types referred to in Paragraph 15.2f above, but Bridging Architect shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by County. All proceeds from the foregoing shall be applied to reduce payments to be made by County to Bridging Architect under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as County may direct;
- h. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- i. 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 Bridging Architect's possession and in which County has or may acquire an interest.

15.3 After receiving a Notice of Termination, Bridging Architect 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 Bridging Architect'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 Bridging Architect fails 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 Bridging Architect because of the termination. County shall then pay to Bridging Architect the amount so determined.

15.4 Subject to provisions of Paragraph 15.3 above, Bridging Architect and County may agree upon the whole or part of the amount or amounts to be paid to Bridging Architect 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 Bridging Architect shall be paid the agreed amount.

15.5 If Bridging Architect and County fail, under Paragraph 15.4 above, to agree on the whole amount to be paid to Bridging Architect because of termination of Services under this Paragraph 15.5, then Bridging Architect'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 Bridging Architect's Services performed prior to Notice of Termination, based on Bridging Architect's entitlement to compensation under Appendix B, Payments to Bridging Architect. 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 Bridging Architect, 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 Bridging Architect'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 Bridging Architect'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 Bridging Architect of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 15.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Bridging Architect (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 15.5 above.
- 15.7 This Paragraph shall not prohibit Bridging Architect from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 15.2 above or costs authorized by County to settle claims from Subconsultants.
- 15.8 In arriving at amount due Bridging Architect under this Paragraph 15.5 there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Bridging Architect, applicable to the terminated portion of Agreement,
 - b. Any substantiated claim that County may have against Bridging Architect in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Bridging Architect or sold under the provisions of this Paragraph 15.5, and not otherwise recovered by or credited to County.
- 15.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Bridging Architect 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 Bridging Architect to agree upon amount or amounts to be paid to Bridging Architect 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.

16. Conflicts of Interest/Other Agreements

- 16.1 Bridging Architect represents that it is 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.
- 16.2 Bridging Architect represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Bridging Architect 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. Bridging Architect shall comply with the County's conflict of interest codes and their reporting requirements.
- 16.3 Bridging Architect covenants that it presently has 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, Bridging Architect represents to and agrees with the County that Bridging Architect has 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 Bridging Architect 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.

17. Proprietary or Confidential Information of County; Publicity

17.1 Bridging Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Bridging Architect 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. Bridging Architect agrees that all private, confidential, or proprietary information disclosed by County to or discovered by Bridging Architect in the performance of its Services shall be held in strict confidence and used only in performance of the Agreement. Bridging Architect shall exercise the same standard of care to protect such information as a reasonably prudent Bridging Architect 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. Bridging Architect shall notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Bridging Architect during the performance of or in connection with the Services pursuant to this Agreement.

17.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. Bridging Architect 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. Bridging Architect shall have the right, however, without County's further consent, to include representations of Services among Bridging Architect's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

17.3 The provisions of this Paragraph 17 shall remain fully effective indefinitely after termination of Services to the County hereunder.

18. Notices to the Parties

18.1 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.

18.2 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 18.

18.3 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.

18.4 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 18.

19. Ownership of Results/Work for Hire

19.1 Any interest (including, but not limited to, property interests and copyright interests) of Bridging Architect or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Bridging Architect or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to County upon their creation. Bridging Architect may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Bridging Architect's activities, Bridging Architect shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions of the information contained in them which is incidental to the overall design of any Project.

19.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Bridging Architect or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of County. In the event that it is ever determined that any works created by Bridging Architect or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Bridging Architect hereby assigns to County all copyrights to such works. With County's prior written approval, Bridging Architect may retain and use copies of such works for reference and as documentation of its experience and capabilities.

19.3 Both parties understand and agree that County must comply with the California Public Records Act ("Act"). If Bridging Architect believes that any document or information furnished to County in connection with Bridging Architect's performance of Services is exempt from public disclosure under the Act, it shall so advise County in writing at the time the document or information is furnished.

20. Audit and Inspection Records

20.1 Bridging Architect shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Bridging Architect during the course of performing the Services and providing services with respect to any Project, for a period of at least five years following final completion and acceptance of the last Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Bridging Architect's personnel costs, Bridging Architect costs, and reimbursable expenses pertaining to both Basic Services, or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to County, and County's authorized agents, officers, and employees, upon request at reasonable times and places. Bridging Architect shall not destroy any Project records until after advising County and allowing County to accept and store the records.

20.2 Bridging Architect shall maintain full and adequate records in accordance with County requirements to show actual costs incurred by Bridging Architect in its performance of this Agreement, and to make available to County during business hours accurate ledgers, books of accounts, invoices,

vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to County or relative to Bridging Architect's activities under this Agreement. Bridging Architect will furnish to County, its authorized agents, officers and employees such other evidence or information as County may request with regard to any such expenditure or disbursement charged by Bridging Architect. Bridging Architect will, within seven (7) calendar days from the date of County's written request, permit County, and County's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

20.3 Bridging Architect shall maintain all items described in this Paragraph 20 in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Bridging Architect within a radius of fifty (50) miles from County's offices at Modesto, California, Bridging Architect shall, upon County's request and at Bridging Architect's sole cost and expense, make such items available to County, and County's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Bridging Architect shall pay County its reasonable and necessary costs incurred in inspecting Bridging Architect's books and records including, but not limited to, travel, lodging and subsistence costs. The State of California and any other governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Paragraph.

20.4 The rights and obligations established pursuant to this Paragraph shall be specifically enforceable and survive termination of this Agreement.

21. Subcontracting/Assignment/County Employees

21.1 Bridging Architect and County agree that Bridging Architect's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Bridging Architect under this Agreement are personal in character. Therefore, Bridging Architect 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 21.1 shall confer no rights on any party and shall be null and void.

21.2 Bridging Architect shall use the Subconsultants identified in this Agreement or an Exhibit hereto and shall not substitute Subconsultants unless approved by written instrument executed and approved by the County in writing.

21.3 To the extent Bridging Architect is permitted by County in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Bridging Architect shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code, Section 3321). Bridging Architect shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged it the acts and omissions directly.

21.4 Bridging Architect 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.

22. Other Obligations

- 22.1 Discrimination, Equal Employment Opportunity and Business Practices. Bridging Architect 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, Bridging Architect 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. With respect to the provision of employee benefits, Bridging Architect shall comply with Stanislaus County Code of Ordinances Chapter 2.84 titled "Contracts – Equal Benefits," which prohibits contractors (as defined in that ordinance) from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- 22.2 Drug-Free Workplace Policy. Bridging Architect acknowledges 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. Bridging Architect agrees that any violation of this prohibition by Bridging Architect, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- 22.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. Bridging Architect acknowledges 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. Bridging Architect 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. Bridging Architect agrees 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 Bridging Architect, its employees, agents or assigns shall constitute a material breach of this Agreement. Bridging Architect 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.
- 22.4 Employee Jury Service Ordinance. Bridging Architect shall comply with Stanislaus County Code of Ordinances Chapter 2.85 titled "Contractor Employee Jury Service" with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Bridging Architect, on an annual basis, no less than five days of regular pay for actual jury service in Stanislaus County. The policy may provide that employees deposit any fees received for such jury service with the Bridging Architect or that the Bridging Architect deduct from the employees' regular pay the fees received for jury service.
- 22.5 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 Bridging Architect to penalties, to be determined by County's County Manager ("**County Manager**"), including but not limited to: (a) termination of this Agreement; (b) disqualification of the Bridging Architect 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 County Manager. To effectuate the provisions of this section, the County Manager shall have the authority to examine Bridging Architect'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 Bridging Architect under this Agreement or any other agreement between Bridging Architect and County. Bridging Architect shall report to the County Manager 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 days of such filing, provided that within such 30 days such entity has not notified Bridging Architect 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. Bridging Architect shall provide County with a copy of its response to the complaint when filed.

23. Disputes

23.1 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 Bridging Architect 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 Bridging Architect shall then take place within five (5) days of the date of the request.

23.2 Provided that County continues to compensate Bridging Architect in accordance with this Agreement, Bridging Architect shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Bridging Architect to discontinue Services during the course of any dispute. Bridging Architect's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Bridging Architect agrees 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. Bridging Architect also agrees that should Bridging Architect discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.

23.3 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 San Francisco, 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.

24. Agreement Made in California; Venue

24.1 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.

24.2 The parties shall execute **four** originals of this Agreement, each of which shall be deemed originals.

25. Compliance with Laws

25.1 Bridging Architect shall comply with the Standard of Care, as defined in paragraph 8.3 above, 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. Bridging Architect 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.

25.2 Bridging Architect represents 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.

26. Miscellaneous

- 26.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 26.2 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. Attention is directed to paragraph 4.3 above regarding final payment. This Paragraph 26.2 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.
- 26.3 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.
- 26.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce 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 enforce 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.
- 26.5 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.

27. Entire Agreement; Modifications

- 27.1 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.

- 27.2 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.
- 27.3 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 both County and Bridging Architect expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 27.4 Bridging Architect, 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. Bridging Architect shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Bridging Architect's price proposals.
- 27.5 Bridging Architect and its 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.
- 27.6 Changes in the Services made pursuant to this Paragraph 27 and extensions of the Agreement time necessary by reason thereof shall not in any way release Bridging Architect's representations and agreements pursuant to this Agreement.
- 27.7 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.

"County"

COUNTY OF STANISLAUS

By: *Patricia DeMora*

Its: *Chief Operations Officer*

"Bridging Architect"

HELLMUTH, OBATA & KASSABAUM, INC.

By: *Paul E. Plan*

Its: *Senior Vice President*

By: _____

Its: _____

Approved as to Form:

Date: *9-5-2014*

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

SERVICES TO BE PROVIDED BY BRIDGING ARCHITECT

TABLE OF CONTENTS

1. Conceptual Program

- 1.1 General
- 1.2 Construction Budget
- 1.3 Criteria Governing Bridging Architect's Services on Project

2. Basic Services

- 2.1 Scope
- 2.2 General Description and Requirements
- 2.3 Coordination of Bridging Architectural and Engineering Subconsultants
- 2.4 Coordination with Scheduling and County Operations
- 2.5 Deliverables Required Under This Agreement - Generally
- 2.6 Deliverables Required Under This Agreement - By Phase
- 2.7 Monthly Progress Report
- 2.8 Compliance with Laws

3. Programming Development Phase

4. Schematic Design Phase

- 4.1 Period of Service
- 4.2 Consultation with County
- 4.3 Site Visit and Investigations
- 4.4 Recommendations on Required Additional Information
- 4.5 Schematic Layouts, Sketches and Conceptual Design Criteria
- 4.6 Opinion of Probable Project Costs
- 4.7 Value Engineering Session
- 4.8 Design Schedule Report
- 4.9 Attend Required Meetings
- 4.10 Interface with County Groups

5. Bridging Documents Phase

- 5.1 Period of Service
- 5.2 General Scope of Project and Final Design Criteria
- 5.3 Design Requirements
- 5.4 Bridging Documents
- 5.5 Bridging Phase Drawings
- 5.6 Additional Data or Services
- 5.7 Report on Additional Information Required
- 5.8 Revised Opinion of Probable Total Project Costs
- 5.9 Review with County
- 5.10 Attend Required Meetings
- 5.11 Bridging Documents
- 5.12 Review by County

6. Design-Build Procurement Phase

- 6.1 General
- 6.2 Design Build Procurement Phase
- 6.3 Review Initial Proposals for Compliance/Completeness
- 6.4 Where Bids Exceed Budget

7. Construction Administration Phase

8. Project Completion Phase

9. Payments to Bridging Architect

- 9.1 Payments to Bridging Architect

10. Additional Services

- 10.1 Performance
- 10.2 Compensation for Additional Services
- 10.3 Services

11. Periods of Service

- 11.1 Milestones
- 11.2 Commencement of Services

12. County's Responsibilities

- 12.1 Project Manager
- 12.2 Design Requirements
- 12.3 Property Information
- 12.4 Documents
- 12.5 Surveys
- 12.6 Hazardous Materials
- 12.7 Permits and Approvals
- 12.8 Site Access
- 12.9 Resident Inspector

APPENDIX A

SERVICES TO BE PROVIDED BY BRIDGING ARCHITECT

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated September 9, 2014, between the County of Stanislaus (the “**County**”), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“**HOK**” or “**Bridging Architect**”) providing for professional services.

1. Conceptual Program and Project Under this Agreement

1.1 General: The REACT Center Project is the fourth (4th) Project in a series of projects to expand jail facilities at the Stanislaus County Public Safety Center site located in suburban Ceres, California. The three other projects are briefly described as follows:

1.1.1. Project One Of The PSC Jail Expansion Project:

For Project One of the PSC Jail Expansion Project, the County selected the components most necessary to provide a safe, secure environment for today's Jail population. The following is a list of those components:

- Two 192-Bed Maximum Security Housing Units
- One 72-Bed Medical/Mental Health Housing Unit
- Health Services Space
- Security Administration Space
- Central Control Space
- Video Visitation for Inmates

1.1.2. Project Two of the PSC Jail Expansion Project:

For Project Two of the PSC Jail Expansion Project, the County chose the Day Reporting Facility.

1.1.3. Project Three of the PSC Jail Expansion Project:

For Project Three of the PSC Jail Expansion Project, the County selected the components necessary to support the Expanded Public Safety Center. The following is a list of those components:

- Facility Administration
- Lobby
- Staff Support
- Intake/Release/Transportation including Inmate Property Storage

1.2 Project Four of the Jail Expansion Project (for purposes of the PSA, the “**Project**”):
For Project Four of the PSC Jail Expansion Project, the County selected the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center.

1.2.1 Background and other information regarding this project is contained in the County's Request for Qualifications and Proposals for Bridging Architectural Services for the REACT Center Project (“**RFP/RFQ**”). Attention is directed to Agreement Appendix F, Preliminary Programming Concepts, as described in paragraph 3.2.6 below.

1.2.2 County anticipates that the Project's final design and construction will be performed by a Design Build Contractor ("**Contractor**") to be engaged by the County approximately 20 months after selection of Bridging Architect. Attention is directed to Agreement Appendix C, Milestone Schedule, and to the Master Schedule (see 2.4.1 below).

1.3 Construction Budget

1.3.1 The Cost of Construction for the Project must be less than \$32.55 million (\$32,550,000 dollars) including site work and project construction, design/build fees, design contingencies, general conditions, bonds and insurance, food service equipment and detention/security equipment (but excluding Bridging Architect compensation).

1.4 Criteria Governing Bridging Architect's Services on Project

1.4.1 The Project shall be developed and designed in conformance with the County's 2013 Updated Adult Detention Needs Assessment, prepared by Crout Criminal Justice Consulting LLC ("**2013 Updated Adult Detention Needs Assessment**") and all aspects of the County's approved SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program Application for the REACT Center Project ("**SB 1022 Application**"), copies of which has been provided to the Bridging Architect.

1.4.2 The Project shall be developed and designed in close cooperation with the Capital Projects Divisions of the Chief Executive Office. Bridging Architect acknowledges its obligation to work with, coordinate with, interface with, exchange ideas and design materials with, and otherwise cooperate and collaborate with Capital Projects, its independent consultants and operational matters throughout development and design of the Project.

1.4.3 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, including but not limited to existing and future regulations regarding review and certification requirements of evidence-based practice projects, consistent with the standard of care of an Bridging Architect with experience in California adult detention facility design, and shall meet the criteria set forth below.

1.4.4 The Bridging Architect will not be the Architect of Record, unless the County elects to implement a Design-Bid-Build method of project delivery as described in Agreement Section 7.2.

1.4.5 Design Build Architect will be involved in various phases of the Project as further described in Sections 2 through 8 of this Appendix A.

1.4.6 Bridging Architect shall not, unless otherwise directed or permitted in writing by Project Manager, specify unique, innovative, proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or equipment is requested by Bridging Architect, Bridging Architect shall provide County with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. County will consider such report in making its decision. If requested by County, as Basic Services, Bridging Architect shall comment on any County-proposed unique, innovative, proprietary or sole source equipment, systems or materials.

- 1.4.7 Bridging Architect must coordinate with other consultants on the County's Capital Improvement Program, as directed by County's Representative, to specify designs, equipment and systems on a Program-wide basis to secure Program-wide efficiencies and economies in procurement and maintenance. Bridging Architect shall not have responsibility for the technical adequacy or accuracy of consultants separately engaged by County.

2. Basic Services

2.1 Scope

- 2.1.1 Basic Services shall include all the services and activities specified below, including without limitation all coordination and cooperation, and herein in Program Development Phase, Schematic Design Phase, Bridging Documents Phase, Design-Build Procurement Phase, Construction Administration Phase and Project Completion Phase. The County may request additional services in writing from the Bridging Architect.
- 2.1.2 Bridging Architect's written Proposal dated July 16, 2014 for this SB 1022 project is attached hereto as Exhibit 1 for reference and represents the minimum level of effort the parties expect Bridging Architect to expend on this project. Bridging Architect's Proposal is not a contract document, and to the extent there is a conflict between the Proposal and this Agreement, this Agreement takes precedence.

2.2 General Description and Requirements

- 2.2.1 Services performed by Bridging Architect shall conform to the requirements of the laws of the State of California applicable to construction of adult detention facilities, including, but not limited to, the requirements of the California Business and Professions Code, the Minimum Standards for Adult Detention Facilities contained in Title 15, California Code of Regulations ("**CCR**"), the Minimum Standards for Adult Detention Facilities and the fire and life safety regulations contained in Title 19 and Title 24, Part 2, CCR, Title 8 (Cal OSHA), CCR, the California Penal Code, the California Public Contract Code, and the California Environmental Quality Act (CEQA) contained in California Public Resources Code Section 2100 *et seq.* and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 *et seq.* As referenced in those codes, "**Responsible Charge**" for the work shall be with a Licensed Architect or Registered Engineer in the State of California.
- 2.2.2 Plans, specifications, design calculations, Site data, and cost estimates, if any, required to be prepared by Bridging Architect shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the California Public Contract Code and Code of Regulations, and such personnel shall also be in Responsible Charge of observation of the construction, as required by those codes.
- 2.2.3 Bridging Architect shall provide to County all professional architectural and engineering services necessary to perform the Services in all phases of the Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete Project to which this Agreement applies. Further, in contrast with the work performed by HOK on the County's AB 900 project, HOK and the County have discussed and HOK understands and agrees that HOK's efforts on the programming and bridging design efforts for this SB

1022 project must be more prescriptive and less generic than previous design efforts.

- 2.2.4 Bridging Architect shall have adequate personnel, facilities, equipment and supplies to complete Bridging Architect's Services. Bridging Architect shall provide all materials to complete its services.
 - 2.2.5 Bridging Architect shall engage all appropriate specialty Subconsultants as are necessary for proper completion of the Services, at the sole expense of Bridging Architect. Bridging Architect's contracts with Subconsultants (and their contracts with their subconsultants) shall incorporate this contract by reference to the extent not inconsistent with Subconsultants' scope of work. County shall have the right (but not the obligation) to approve specialty Subconsultants engaged by Bridging Architect as well as their form of contract, which approval shall not be unreasonably withheld.
 - 2.2.6 Bridging Architect shall require each of its Subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and that will indemnify and hold County harmless from any negligent errors or omissions of the Subconsultants.
 - 2.2.7 To the extent necessary to complete its design services for the Project, Bridging Architect shall review, update and verify all as-built information supplied by County concerning existing structures, facilities and utilities. If such reviewing, verifying and updating requires extra cost not foreseeable upon signing this Agreement, then County shall pay Bridging Architect such actual costs.
 - 2.2.8 Bridging Architect shall make any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Bridging Architect, at no additional cost to County. Bridging Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the requirements of the California Code of Regulations applicable to adult detention facilities
 - 2.2.9 Throughout Bridging Architect's performance of the Services, Bridging Architect shall make written recommendations to County concerning any additional information necessary to complete the Services.
 - 2.2.10 Bridging Architect shall provide County with written evaluations of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project.
 - 2.2.11 Bridging Architect shall provide County with a copy of all written communications and submittals to third parties regarding this Project.
- 2.3 Coordination of Bridging Architectural and Engineering Subconsultants / Other Architectural and Engineering Disciplines
- 2.3.1 Bridging Architect shall fully coordinate all architectural and engineering disciplines and Subconsultants involved in completing the Services. Bridging Architect's Subconsultants shall fully coordinate with Bridging Architect and all architectural and engineering disciplines and Subconsultants involved in

completing the Services. The objective of this coordination shall be the development of a design in which the work of Bridging Architect and each Subconsultant interfaces well and is properly coordinated, architecturally sound, and well-engineered, with details that work together with regard to all affected disciplines.

- 2.3.2 Bridging Architect shall coordinate its work on the Project with County personnel and work of other consultants on other projects in the Program (including Project Manager), as directed by Project Manager, as necessary to achieve desired Program-wide efficiencies in procurement and maintenance.
- 2.3.3 Bridging Architect shall immediately advise County in writing if any consultant fails in any manner to coordinate its work with Bridging Architect.

2.4 Coordination with Master Project Schedule and County Operations

- 2.4.1 Bridging Architect has provided to the County by way of email communication dated Tuesday, August 12, 2014 a projected schedule for Bridging Architect's efforts on this Project. Bridging Architect's schedule is attached hereto and incorporated herein by reference as Exhibit 2. In preparing Bridging Architect's schedule, Bridging Architect has relied on the deadlines for key milestones in the SB 1022 project provided by BSCC in its Request for Proposals, a copy of which is attached hereto as Exhibit 3. Bridging Architect understands that the receipt by the County of \$40 million in state funding is dependent on the County complying with these required milestones.
- 2.4.2 Bridging Architect shall complete or cause to be completed all services required under this Agreement in accordance with the Milestone Schedule attached to the Agreement as Appendix C, as well as this Project's Master Schedule and Milestone Schedule to be developed by County ("**Master Schedule**").
- 2.4.2 For each phase of the Services under this Agreement, Bridging Architect shall prepare and submit for County's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the County and third parties whose actions might impact Bridging Architect's progress.
 - 2.4.2.1 The task list shall list all points of County and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Bridging Architect's anticipated specific requirements for information, decisions or documents from County necessary for Bridging Architect's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project
- 2.4.3 For the Project, Bridging Architect shall prepare, submit for County's acceptance, and maintain a design schedule detailing Bridging Architect's scheduled performance of the Services. The schedule shall comply and coordinate with the County's Master Schedule and Milestone Schedule including all updates to the Master Schedule.
 - 2.4.3.1 Bridging Architect shall submit a preliminary schedule within twenty (20) days of commencement of the Program Development Phase

(covering in summary fashion all Services of each phase of the Project).

- 2.4.3.2 For each succeeding phase of Services, Bridging Architect shall supplement this schedule with a detailed schedule covering by task (and subtask) Bridging Architect's work during the succeeding phase of Services. (The required schedule supplement shall be submitted as part of Bridging Architect's deliverables at the conclusion of the current phase of Services.)
- 2.4.4 Bridging Architect's schedule shall be updated monthly, and shall meet the following requirements:
 - 2.4.4.1 Bridging Architect's schedule shall outline dates and time periods for the delivery of Bridging Architect's services, requirements for information from County for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principal with County's sheriff's office and its subconsultants, BSCC, State Fire Marshal, and any other agencies involved in the Project.
 - 2.4.4.2 The schedule shall include appropriate County, BSCC, and State Fire Marshal design review durations for each contract package (in minimum durations of two (2) week for Schematic Phase and four weeks (4) for Bridging Documents Phase.
 - 2.4.4.3 The schedule shall be in a computer software format. If the software program is other than Primavera P6, provide the County with a copy and license for the software program being used.
- 2.4.5 Bridging Architect shall adjust and cause its Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.
- 2.4.6 For the Project, Bridging Architect shall include in Bridging Architect's monthly progress report written recommendations regarding ongoing design, Project cost, Project scheduling, and any and all design changes affecting size or cost of the Project.

2.5 Other Coordination Efforts

- 2.5.1 Bridging Architect acknowledges and agrees that coordination and information sharing between the different design professionals and the four separate projects which support the various phases of the Public Safety Center Jail Expansion Project will be critical to the overall success of each of the four component projects. Bridging Architect acknowledges and agrees that coordination of the four projects will be a necessity in ensuring the effective relationships of all projects' members, tasks, and activities in terms of cooperation, integration and collaboration of their respective working environments.
- 2.5.2 Bridging Architect agrees to utilize a coordination process with the County and all other design professionals involved in the Public Safety Center Jail Expansion Project to strengthen the collaboration, integration, communication and coordination among the design professionals and the four separate projects, thereby improving the effectiveness and efficiency of the overall Project and preventing conflicts of information and reducing duplicate information exchange,

both of which waste time and money. A coordination process shall be developed and managed throughout design and construction to ensure Project success and to harmonize the planned design and construction efforts.

- 2.6 Deliverables Required Under This Agreement - Generally: Each deliverable shall be reviewed with representatives of County. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to County, shall be promptly performed, and the cost thereof included in the fee for Basic Services.
- 2.7 Deliverables Required Under This Agreement - By Phase: Required Deliverables are listed in Appendix D.
- 2.8 Monthly Progress Report: Bridging Architect shall provide County with a Monthly Progress Report, in writing, reporting on Bridging Architect's progress and any problems in performing the Services of which Bridging Architect becomes aware. The Monthly Progress Report may cover more than one Project, provided it does so in separate sections. The Monthly Progress Report shall include, but is not limited to:
- 2.8.1 A narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed.
 - 2.8.2 A schedule assessment and proposed ways to work around any problems that arise.
 - 2.8.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.
 - 2.8.4 The original summary schedule as updated to reflect current progress, updates and revisions, submitted in both CD (three sets) and 8 1/2" x 11" bound hard copy forms (three sets).
 - 2.8.5 All written submittals prepared using Word **Microsoft Word** software program.
- 2.9 Compliance with Laws: Bridging Architect shall comply with the standard of care applicable to a specialist in design of adult detention facilities, regarding complying with all requirements of all applicable laws as if set forth in this Agreement, including without limitation California Administrative Code Title 24 (Public Works), Part 1 (Department of General Services), Chapter 13 (Administrative Regulations for the Corrections Standards Authority) ("**Title 24**"). Bridging Architect shall perform all duties that Title 24 imposes on adult detention facility project architects and engineers, including those summarized generally in Sections 13-102 and 470A of Title 24, all of which include, but are not limited to, the following:
- 2.9.1 Prepare all project designs to meet or exceed building standards set forth in Part 2, Title 24 of the California Administrative Code, which are minimum standards applicable to construction of adult detention facilities, the State Fire Marshal, any other public authority with jurisdiction.
 - 2.9.2 Coordinate and cooperate fully with County staff including County code review personnel, and any other authority with jurisdiction, to secure timely review and approval of Bridging Architect's work.
 - 2.9.3 Receive and act upon all technical correspondence from the authority(ies) having jurisdiction to the architect or engineer in general responsible charge of the Project.

3. Program Development Phase

- 3.1 The Bridging Architect will further review the County's Application for funds through the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022).
- 3.2 Develop, in cooperation with the Project Team, a development and architectural facility program with a comprehensive list of interior and exterior space requirements which conforms to the project description and scope of work detailed in the County's SB 1022 Application. The objectives of this phase of the Project are to:
 - 3.2.1 Develop a detailed facility program based upon and consistent with the County's SB 1022 Application and established construction budget.
 - 3.2.2 Conduct an operational analysis of the program, and develop a planning concept to include analysis by the County, security and safety considerations, and other pertinent functional considerations.
 - 3.2.3 Prepare preliminary floor plans and site plans to test the programmed areas.
 - 3.2.4 Validate that the program being developed can be delivered within the budget established by the County and as outlined in the SB 1022 Application for design, construction and furnishing of this Project. It is strongly suggested that the Bridging Architect enlist the services of a professional cost estimator for this Phase of Services.
 - 3.2.5 Note: To accomplish these objectives will require substantial interaction with the Project Team. The work will include regular, bi-weekly progress meetings with Sheriff's Department representatives, Capital Projects staff and others during the programming effort.
 - 3.2.6 Attention is directed to Agreement Appendix F, Preliminary Programming Concepts. This Appendix is a compilation of Sheriff Department and Capital Projects staff's thinking regarding the components of the REACT Center project. It will be the Bridging Architect's responsibility to modify these preliminary concepts to develop a program that meets the needs of the Sheriff's department within the established project budget as described in this Phase.
 - 3.2.7 Attention is directed to Appendix G, Programming - Suggested Scope of Services. This Appendix suggests an outline of tasks for the programming scope of Services. These tasks are provided as a guideline only. The Bridging Architect is responsible to define its firm's recommended Project methodology and a detailed scope of Services.
- 3.3 Prepare preliminary estimates of design and construction costs and times of completion for the Project. Review the project budget and confirm in writing that the Project can be designed and constructed within the amount budgeted for the Project. Review the Project time table and confirm in writing that the Project can be designed and constructed within the Project time table.
- 3.4 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.
- 3.5 Period of Service: The services called for in the Program Development Phase will be

completed and the required deliverables submitted within the stipulated period of time indicated in the Master Schedule and (as applicable) Appendix C Milestone Schedule.

- 3.6 As discussed during the procurement phase of this Contract, Bridging Architect understands that for the key programming effort required in Appendix A, Section 3, County requires the work effort of Bridging Architect's senior staff, including without limitation focused efforts by Jeff Goodale, David Crotty, Alan Bright, and Gregory Cook.

4. Schematic Design Phase

4.1 Period of Service:

After acceptance by County of the required deliverables in the Program Development Phase, and upon written authorization from County, Bridging Architect shall proceed with the performance of the services called for in the Schematic Design Phase.

The services called for in the Schematic Design Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in the Master Schedule and (as applicable) Appendix C, "Milestone Schedule".

4.2 Consultation with County

4.2.1 Consult with County to clarify and define the requirements for the Services and review available data.

4.2.2 Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

4.3 Site Visit and Investigations

4.3.1 Investigate existing conditions through Site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from County all available information on hazardous materials and advise County immediately of any other hazardous materials Bridging Architect has observed. (This paragraph does not impose on Bridging Architect any duty to locate hazardous materials.)

4.3.2 Advise Project Manager as to the necessity of obtaining additional information related to the Site, necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, without limitation and by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.

4.3.3 Review information generated pursuant to Paragraphs 2.2.8, 4.3.2, and 4.4 of this Appendix A, and advise Project Manager whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, incomplete information or otherwise, before Bridging Architect can proceed with design.

4.4 Recommendations on Required Additional Information

4.4.1 Advise County as to the necessity of County's providing or obtaining from others available or additional information pertinent to the Project including previous

reports, as built conditions, information, and any other data relative to design or construction of the Project.

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

4.4.3 Additional information required by Bridging Architect under Paragraph 4.4.2 shall be secured by Bridging Architect as directed in writing by Project Manager and compensated as Additional Services pursuant to Paragraph 10.

4.5 Schematic Layouts, Sketches and Conceptual Design Criteria

4.5.1 Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

4.5.2 Reports and exhibits shall incorporate program requirements and shall include structural concepts, Site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by County. Bridging Architects shall participate in weekly progress meetings with representatives of County and shall coordinate with Project Manager formal design presentations at times indicated on the Project schedule.

4.5.3 Prepare and submit to County for approval:

4.5.3.1 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed;

4.5.3.2 Floor plans and elevations at a scale acceptable to County as necessary to convey the architectural design, and tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements; prepare mounted presentations and rendered perspectives.

4.5.3.3 Performance criteria including without limitation identification of the required temperatures to be maintained, fresh air requirements, CO₂ and CO sensors, temperature control system, ambient design temperatures, security concerns and requirements.

4.5.4 Reports and exhibits shall indicate clearly the considerations involved including, but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to County and set forth Bridging Architect's findings and recommendations.

4.5.5 Bridging Architect shall provide a narrative report by each design discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural, mechanical, electrical, electronics, plumbing, fire safety, security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations.

4.6 Opinion of Probable Project Costs: Prepare reports on Bridging Architect's opinion of probable Project costs based on the schematic layouts, sketches and conceptual design criteria provided including, but not limited to, the following that will be separately itemized.

The total of all such costs, contingencies and allowances Reports shall include an Estimate of Probable Total Construction Cost (defined as the total anticipated cost of the construction contract to be let to a general contractor)

- 4.6.1 Upon completion of the County's separate, parallel estimate of Opinion of Probable Construction Cost, coordinate with County's estimating consultant to reconcile any differences between Bridging Architect's Opinion of Probable Cost and County's. Bridging Architect understands and acknowledges that Bridging Architect is responsible for the final, reconciled estimate.
- 4.7 Value Engineering Session: Bridging Architect and its major Subconsultants shall participate with County and County's subconsultants and estimators in a one-day value engineering session after Bridging Architect has completed the Opinion of Probable Construction Costs described in Paragraph 4.6 above.
- 4.8 Design Schedule Report: A report on the anticipated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Bridging Architect's ability to conform to the Contract schedule.
- 4.9 Attend Required Meetings: Bridging Architect shall attend weekly meetings with County staff and such other participants as County shall designate. Bridging Architect understands and acknowledges the importance of weekly meeting attendance in coordinating with County each of County's three Public Safety Center Projects and in ensuring the overall success of all three Projects. Bridging Architect shall also attend budget, schedule, and value engineering meetings as requested and/or required by County staff. Bridging Architect shall further attend meetings with the community, representatives of County, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
- 4.10 Interface with County Groups: Throughout all phases of program development and schematic design, Bridging Architect shall work with, coordinate with, interface with, exchange ideas and design materials with, and include throughout the decision-making process the Chief Executive Office Capital Projects Division and its consultants. Bridging Architect acknowledges and agrees that the Chief Executive Office Capital Projects Division and its independent consultants shall have an active role in development of the Schematic Phases and Bridging Document Phases. Bridging Architect shall seek input from County groups and prepare a report covering identifying responses and resolutions to the following:
- 4.10.1 Is the design consistent with the County's mission, philosophy, and objectives?
- 4.10.2 Does the design fully meet operational requirements (as detailed in the functional/operational program)? Is the design completely consistent with the architectural program?
- 4.10.3 Have any spaces been left out or added inadvertently?
- 4.10.4 Is the design capacity correct? Does the flow work well? How is the security zoning?
- 4.10.5 What are the relationships *among* components (e.g., the relation of food services to staff dining, warehouse, and housing units) and *within* components (e.g., food preparation, storage, and cleaning areas)? This is needed only if adjacency relationships have not been fully resolved during architectural programming).

- 4.10.6 What are the site constraints (such as buildable areas for this project, areas that need to be reserved for other functions, setbacks, wetlands, utilities that should not be moved)?
- 4.10.7 How much land should be reserved for expansion of the facility?
- 4.10.8 How many recreation areas are needed and what sizes should they be (if not identified in the architectural program)?
- 4.10.9 How many parking spaces are needed? Must staff parking be separate from visitor parking? Is secure parking needed, and if so, for whom (if not identified in the architectural program)?
- 4.10.10 What size trucks will deliver and pick up food, garbage, and other items? How many trucks should the loading dock and staging area accommodate?
- 4.10.11 Is a vehicular sallyport or secure vehicular yard needed? If so, for how many vehicles of what sizes (if not identified in the architectural program)?
- 4.10.12 Are there adjoining buildings into which inmates in cells and other areas should not be able to see?
- 4.10.13 Are there any building materials that the County wants to use or avoid?
- 4.10.14 How many staff would each design option require?
- 4.10.15 Have County user groups prioritized design alternatives based on estimated costs?
- 4.10.16 What are the needs for transitioning from the County's prior adult detention facility to the new Project facility and for occupancy of the new Project facility?

5. Bridging Document Phase

5.1 Period of Service

- 5.1.1 After acceptance by County of the required deliverables in the Schematic Design Phase, and upon written authorization from County, Bridging Architect shall proceed with the performance of the services called for in the Bridging Documents Phase.
- 5.1.2 Bridging Architect shall submit the deliverables required by the Bridging Documents Phase including Bridging documents and a revised opinion of probable Total Project Costs, within the stipulated period indicated in the Master Schedule and (as applicable) Appendix C, "Milestone Schedule".

5.2 General Scope of Project and Final Design Criteria: After consultation with County and on the basis of the accepted schematic, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in weekly progress meeting with County's personnel and subconsultants.

- 5.2.1 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Specific Design Criteria Items:

5.2.1.1 Incorporation of all other design elements required for highly functional REACT Center. Key items for consideration in Bridging Documents include without limitation:

- a. Are there blind spots caused by columns or anything else? Can these be eliminated or minimized?
- b. What materials are proposed in inmate areas? Are they durable, easy to maintain, and appropriate for the population category?
- c. What composes the security perimeter? Are the windows, walls, ceilings, floors, doors, locks, and sally ports sufficient to keep inmates from escaping?
- d. Is there anything in cells or showers that inmates could use to hang themselves?
- e. Are windows in the right places for staff visibility? Would any of the windows allow inmates views that may compromise security or privacy?
- f. Are doors in locations that will work well with furniture and equipment? Should any doors be moved to enhance desired movement or control?
- g. Are staff stations and control rooms laid out ergonomically, so that necks, arms, and eyes are not strained?
- h. Is the facility fully compliant with the Americans with Disabilities Act (ADA), applicable building codes, and state and (where adopted) national standards, such as those of the American Correctional Association (ACA)?
- i. How will the building work in various types of emergencies? Where will inmates go in case of fire (or even fire drills) or hostage situations?
- j. Will staff, inmates, and visitors always feel safe? What else would make them feel safer? How will attempts at bringing in contraband—by visitors, incoming and returning inmates, staff, vendors, and repair people—be stopped?
- k. How can structural and mechanical systems and utilities facilitate expansion?
- l. Are the staffing plan and design fully compatible? If not, have adjustments to either or both been made?

5.3 Design Requirements. The design of the Project shall provide the following:

5.3.1 Fire safety. The provisions of Title 19 and Title 24, Part 2 as they relate to detention facilities shall be incorporated into the facility design.

5.3.2 Suicide Hazards. Bridging Architectural plans shall be reviewed by the BSCC for the purpose of reducing hazards posed by fixtures and equipment which could be used for an act of suicide by an inmate. The facility design shall avoid any surfaces, edges, fixtures or fittings that can provide an attachment for self-inflicted injury. The following features shall be incorporated in the design of temporary holding cells, temporary staging cells and any other area where an inmate may be left alone:

- a. plumbing shall not be exposed. Operation of control valves shall use flush buttons or similar. The drinking fountain bubbler shall be without curved projections;
- b. towel holders shall be ball-in-socket or indented clasp, not pull-down hooks or bars;

- c. supply and return grilles shall have openings no greater than 3/16 inch or have 16-mesh per square inch;
 - d. beds, desk surfaces and shelves shall have no sharp edges and be configured to prevent attachment;
 - e. light fixtures shall be tamper resistant;
 - f. fixtures such as mirrors shall be mounted using tamper-resistant fasteners; and
 - g. fire sprinkler heads inside rooms shall be designed to prevent attachment
- 5.3.3 Health and sanitation. Provisions of Subchapter 4, Title 15, California Code of Regulations, and of the California Retail Food Code as they relate to detention facilities shall be incorporated into the facility design.
- 5.3.4 Cell occupancy. The number and configuration of cells shall be that number, as determined in the Program Development Phase, necessary to safely manage the population of the facility/system including accounting for those inmates, if any, projected to be:
- a. administrative segregation cases,
 - b. persons with disabilities,
 - c. custodial problems, and/or
 - d. likely to need individual housing for other specific reasons as determined by the facility/system administration.
- 5.3.5 Staff and inmate safety. Facilities shall be designed and/or equipped in such a manner that staff and inmates have the ability to summon immediate assistance in the event of an incident or an emergency.
- 5.3.6 Heating and cooling. Provision shall be made to maintain a living environment in accordance with the heating, ventilating, and air conditioning requirements of Parts 2 and 4, and the energy conservation requirements of Part 6, Title 24, California Code of Regulations.
- 5.3.7 Acoustics. Housing areas shall be designed and constructed so that the average noise level does not exceed 70 decibels during periods of activity and 45 decibels during sleeping hours.
- 5.3.8 Living Areas. Living areas shall be separated from the area for reception, administration, and booking.
- 5.3.9 Spaces for persons with disabilities.
- a. Housing cell or room. A cell or room for an inmate with a disability using a wheelchair must have an appropriate entry and toilet, wash basin and drinking fountain which the inmate can use without personal assistance.
 - b. Other spaces within the security perimeter such as day rooms and activity areas shall be located such that persons with disabilities will not be excluded from participating in any program for which he or she would otherwise be eligible. Accessible showers for inmates with disabilities shall be available.
 - c. Spaces outside the security perimeter. Public areas of a local detention facility shall comply with the applicable chapters of Title 24, Part 2 of the California Code of Regulations.
- 5.3.10 Security. The design should facilitate security and supervision appropriate to the level of inmate custody.

- 5.3.11 Glazing. Internal and external facility glazing shall be appropriate to the security level of the detention area or room.
 - 5.3.12 Hair care space. Space and suitable equipment must be provided for men and women's haircutting.
 - 5.3.13 Floor drains shall be provided where operationally and mechanically appropriate.
 - 5.3.14 A sewage system design capable of addressing items that could potentially impact waste water systems.
 - 5.3.15 Medical/mental health care housing shall be designed in consultation with the health authority. Medical/mental health areas may contain other than single occupancy rooms.
- 5.4 Bridging Documents: Prepare Bridging Documents consisting of final design criteria, preliminary drawings, design build specifications and written descriptions of the Project, together with renderings and models if required. These Preliminary Design documents shall include, but are not limited to:
- 5.4.1 Site plans, architectural, structural, mechanical and electrical floor plans, elevations; cross sections and other mutually agreed-upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements; and
 - 5.4.2 Design build specifications for each specification section, with Part 2 of each section completed, describing, character and quality of the entire Project.
 - 5.4.3 A tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.
 - 5.4.4 If appropriate, Bridging Architect shall provide to Project Manager for County's approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.
- 5.5 Bridging Phase Drawings: Provide drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation of an accurate proposal by Proposing Design Build Contractors and which will guide the Design Build Contractor to design and construct the facility needed by the County. Include, but not limit, the following descriptions of minimum requirements for a Bridging Documents submittal, which shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.
- 5.5.1 Bridging Architectural Drawings
 - 5.5.1.1 Floor plans that clearly show:
 - a. Finish schedule
 - b. Principal dimensions
 - c. Wall types clearly identified
 - d. Security zones and perimeters
 - e. Room and door numbers, and a numbering plan for the entire facility
 - f. Sufficient sections and details to describe the needs of the County

- 5.5.1.2 Elevations that clearly show:
 - a. Probable Dimensions from finish floor to tops of walls, eaves and roof lines
 - b. All openings without dimensions but coordinated with door and window schedules
- 5.5.1.3 Sections that clearly show:
 - a. All security considerations
 - b. Firewall conditions at tops of walls
 - c. All essential building parts and materials
- 5.5.1.4 All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style
- 5.5.1.5 All items intended to be permanently affixed to the building.
- 5.5.2 The Bridging Architect must furnish performance criteria such as wind load, seismic zones, any extraordinary live load requirements
- 5.5.3 Electrical Drawings
 - 5.5.3.1 Emergency Power requirements, lighting levels, night lighting, lighting controls, performance criteria for mechanical systems, food service, specialty systems
 - 5.5.3.2 Lighting and power plans that clearly shows:
 - a. Room numbers
 - b. Single line diagrams of services and systems
 - c. Symbol list coordinated with symbols on the plans
 - d. Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
 - e. Sufficient section and detail bubbles to show where sections and details can be found
 - 5.5.3.3 Security, alarm, intercom, public address (PA), closed-circuit TV (CCTV), distress call and similar electrical and electronic systems.
- 5.5.4 Civil Drawings:
 - 5.5.4.1 Site and grading plans that clearly show:
 - a. Site cross sections
 - b. Site contours and drainage
 - c. Locations of all bench marks
 - d. Precise locations of all major elements
 - e. Roadways, driveways and parking areas
 - 5.5.4.2 Site utility plans that clearly show:
 - a. All connections to off-Site utilities
 - b. Existing drainage systems and existing utilities located and sized.
 - c. Security systems with appropriate redundancy
- 5.5.5 Other Items:

- 5.5.5.1 Design Build Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems.
 - 5.5.5.2. Any other items required to address matters included in Paragraphs 5.2 and 5.3 above.
 - 5.5.5.3 Signage:
 - a. Site Signage – Building identification and directional signage, site regulatory signage – To be coordinated with other site signage that may be installed as a part of other projects at the PSC site
 - b. Interior Signage - All signage needed for occupancy and the core functions of the building – Base building core signage (code required), base building life safety signage, supplemental facility signs (non-code required) and specialized signage
 - 5.5.5.4 Alternates: The County will require alternates to be included in the Bridging Documents to help control the cost of the Project.
 - 5.5.5.5 Loose Furniture: The County will require Architectural input on the cost of the loose furniture on the Project.
- 5.6 Additional Data or Services: Advise County in writing if additional data or services of the following types are necessary and, as Additional Services, assist in obtaining such data and services as directed in writing by Project Manager:
- 5.6.1 Data prepared by or services of others including, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 5.6.2 Appropriate professional interpretations of the foregoing;
 - 5.6.3 Environmental assessment and impact statements, Site assessments;
 - 5.6.4 Property, boundary, easement, right-of-way, topographic and utility surveys;
 - 5.6.5 Property descriptions;
 - 5.6.6 Zoning, deed and other land use restriction; and
 - 5.6.7 Other special data or consultations necessary or useful in completion of the Project.
- 5.7 Report on Additional Information Required: Advise in writing if any of the following are required:
- 5.7.1 Governmental permits of any type;
 - 5.7.2 Reports of any type to governmental agencies;
- 5.8 Revised Opinion of Probable Total Project Costs: Based on the information contained in the Preliminary Design documents, submit a revised opinion and more detailed estimate of probable Total Project Costs and times of completion of the Project, coordinated with the Master Schedule and (as applicable) Milestone Schedule.
- 5.9 Review with County: Prepare for approval by County written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

- 5.10 Attend Required Meetings: Attend weekly meetings with the County. Attend meetings with the community, representatives of County, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
- 5.11 Bridging Documents: After written authorization to proceed with the Bridging Documents, Bridging Architect shall:
 - 5.11.1 Prepare a comprehensive update on estimates of probable estimated cost of construction and times of completion coordinated with Master Schedule (and, as applicable, Milestone Schedule), caused by changes in scope, extent or character of design requirements.
 - 5.11.2 Make full written disclosure to County, and obtain County's express written approval of any proposed innovative, unique, proprietary or sole source design features.
- 5.12 Review by County: Participate and cooperate fully in a review by County, and any consultants engaged by County. Respond to County comments and incorporate comments as necessary.

6. Design-Build Procurement Phase

- 6.1 **General**: As part of this phase, Bridging Architect will assist the County in obtaining competitive proposals. Services include attendance at pre-proposal meetings, responding to proposer's questions, and review of proposals for compliance with design criteria.
- 6.2 Design Build Procurement: After written authorization to proceed with the Design Build Procurement Phase, Bridging Architect shall:
 - 6.2.1 Attend Pre-Proposal Conferences and Site Visits.
 - 6.2.2 Assist County in soliciting Design Build Proposals
 - 6.2.3 Consult with and advise County as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the proposers for those portions of the work as to which such acceptability is required by the bridging documents.
 - 6.2.4 Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by proposers.
 - 6.2.5 Review Pre-Bid requests for substitution where prescriptive criteria are used as basis for design (primary mechanical, controls & detention security electronics).
 - 6.2.6 Answer proposer questions and/or issue written addenda as appropriate to interpret, clarify or expand the bridging documents, including allowable substitutions of materials and equipment. Where appropriate, obtain BSCC approval.
 - 6.2.7 Attend individual workshop with shortlisted proposers (two 4-hour sessions for each of three proposers)
 - 6.2.8 If requested, assist County in evaluating proposals and in assembling and awarding design build contracts.

- 6.2.9 Prepare a conformed set of bridging documents, reflecting the changes made and approved by the County during the Design Build Procurement Phase.
- 6.3 Review Initial Proposals for Compliance/Completeness – Bridging Architect will provide technical review of the design/build submissions, including drawings, specifications, narratives, cut sheets construction approach, schedule and estimated costs. Bridging Architect will attend workshop/presentation with each of the proposers, and prepare a written summary of findings related to the technical proposals related to compliance with the Design/RFP criteria.
- 6.4 Where Bids Exceed Budget: If the cumulative bid amount is, or is reasonably expected to be, greater than the Bridging Architect's latest accepted Estimate of Probable Total Construction Cost rendered during the Bridging Documents Phase, County may require Bridging Architect to revise the scope of work to be performed by Design Build Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work, while still meeting County's Project objectives. Bridging Architect shall at its expense, if so directed by County, modify the Bridging Documents in order to reduce the Project Construction Costs for the work to be performed by the Design Build Contractor within the Project budget.

7. Construction Administration Phase

- 7.1 General: As part of this phase, Bridging Architect will assist the County in overseeing the design-build process. Services include reviewing major submissions by selected D/B team, review of critical shop drawing submittals, and attendance at job meetings during the estimated 22-month design/build implementation phase.
- 7.2 After approval of design (or portions thereof), Bridging Architect shall endeavor to protect the County against defects and deficiencies in the execution and performance of the work of the Project.
- 7.3 Bridging Architect shall attend the pre-construction conference and any dispute resolution conferences and other meetings when requested by the County. Bridging Architect shall act as liaison between County, authorities with jurisdiction, the design-builder's architect/engineers, and the stakeholders. Bridging Architect shall monitor the design-build contractor's design team, their work, coordination, and inspections.
- 7.4 Review Major Submissions and Assist in Shop Drawing Review – Bridging Architect will provide technical review of four major design submissions (by CSI division) during the Design Development and Construction Documents phases (including at the schematic, design development, and construction document phase) for the selected Design/Build Team, including drawings, specifications, narratives, and cut sheets. Review will focus on assuring compliance with technical criteria and initial submission, including agreed to modifications resulting from the review of prior submissions. Bridging Architect will also assist in reviewing any design/build contractor-requested modifications to the criteria or initial submission after selection arising from actual conditions, changes in availability of equipment, Cost/Program Reconciliation opportunities, or similar factors. Bridging Architect will also assist in providing quality control value-added reviews of shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Bridging Documents with special focus on detention equipment, construction and specialties and security electronic systems.

- 7.5 Bridging Architect shall make visits to the site at intervals appropriate to the various stages of construction as Bridging Architect deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Design-Build Contractor's work, and its conformance with the bridge design and the previously reviewed Design-Build-contractor-developed design. Bridging Architect shall provide County with copies of all records and reports of site visits within forty-eight (48) hours of the site visit. Bridging Architect shall not, during visits or as a result of observations of Design-Build Contractor's work in progress, supervise, direct or have control over Design-Build Contractor's work.
- 7.6 Bridging Architect shall advise County in writing of any observations of defective work, work not in conformance with Bridging Documents, and lack of progress of work. The Bridging Architect shall promptly notify County in writing of any matter of dispute with the Design-Build Contractor or Design-Build Architect.
- 7.7 Bridging Architect shall issue necessary interpretations, clarifications and Request for Information (RFI)-Replies regarding the Bridging Documents and in connection therewith assist County's Project Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than two working days) so as to cause no delay to Design-Build Contractor or the Project. In no event shall Bridging Architect respond to RFIs longer than two (2) working days after their receipt and other submittals any longer than ten (10) days after their receipt.
- 7.7.1 Bridging Architect shall require any subconsultant to provide the Services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Bridging Architect.
- 7.7.2 Bridging Architect shall prepare Bridging Documents for all County-initiated change orders. Bridging Architect shall make modifications to the Bridging Documents to correct errors, clarify intent or to accommodate change orders necessary to correct design errors or clarify design intent.
- 7.7.3 Based on Bridging Architect's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules, Bridging Architect shall assist County's Project Manager in its determination of amounts owing to Design-Build Contractor and recommend in writing payments to Contractor in such amounts.
- 7.7.4 Identify tests necessary to certify the design; select independent testing laboratories; recommend special inspections; review certifications. Bridging Architect shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Bridging Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Bridging Documents).
- 7.8 Construction Administration Support: Bridging Architect will participate in project meetings over the projected 22-month duration of the design/build phase. Design/Builder will be responsible for preparation and distribution of all meeting minutes. Bridging Architect's primary responsibility will be to observe construction relative to compliance

with design criteria and provide interpretations related to intent where required and provide direct report to the County

8. Project Completion Phase

- 8.1 General: Bridging Architect shall perform the following close-out services on the Project.
- 8.2 Assist in compilation of all record Drawings and Technical Specifications, and related documents and electronic files prepared by the Design-Build Contractor and all consultants, together with Consultant's drawings, specifications, and related electronic files and documents, and prepare a consolidated set of reproducible record documents, together with consolidated electronic files of the documents for the entire Project. County will specify format of consolidated documents and electronic files shall be assembled using most current versions of software.
- 8.3 Assist Construction Manager in the receipt and compilation of Design-Build Contractor-supplied Operating and Maintenance (O&M) Manuals into a consolidated O&M Manual Library, in a format acceptable to the County. Review design-related closeout submittals, O&M manuals, guarantees, etc.
- 8.4 Together with County, conduct inspections of the Project for substantial completion, final completion and participate in the punchlist walk. Consultant's services in these efforts shall be limited to the services of the Consultant, from the standpoint of conformance with the Consultant's design.

9. Payments to Bridging Architect

- 9.1 Payments to Bridging Architect shall be made according to Appendix B, "Payments to Bridging Architect".

10. Additional Services

- 10.1 Performance: Services required to be performed by Bridging Architect upon request by County, which are described hereinafter as Additional Services, must be authorized by County in writing prior to performance.
- 10.2 Compensation for Additional Services: Bridging Architect shall be compensated for Additional Services as set forth in Appendix B unless the parties agree on lump sum compensation for particular work activities.
- 10.3 Services: The following services shall be considered Additional Services:
 - 10.3.1 Making revisions in reports, drawings, or other documents, if:
 - 10.3.1.1 Such revisions are not necessary because of a deficiency in Bridging Architect's work, and
 - 10.3.1.2 Such revisions are inconsistent with written approvals or instructions previously given by County, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Bridging Architect.

- 10.3.2 Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Bridging Architect has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.
- 10.3.3 Required out-of town travel beyond limits specified in Appendix B.
- 10.3.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Bridging Architect's deficient performance.
- 10.3.5 Property surveys or field surveys for design purposes, engineering surveys, and staking, to the extent not required by other provisions of this Agreement.
- 10.3.6 Preparing to serve or serving on behalf of County as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.
- 10.3.7 Preparation of applications and supporting documents for governmental grants and permits. [However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the Project is within Bridging Architect's contract scope.]
- 10.3.8 Services to verify the accuracy of geotechnical information.
- 10.3.9 Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Bridging Architect's performance.
- 10.3.10 Providing any other services requested by County that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 10.3.11 All work or services required as a result of any failure by Bridging Architect to perform its obligations under this Agreement shall be performed by Bridging Architect at no additional cost as part of Basic Services and shall not be deemed Additional Services.
- 10.3.12 Providing additional insurance coverage requested by County beyond that specified in the Agreement, except that no markup will be allowed. Bridging Architect shall promptly comply with such request.
- 10.3.13 Substitutions
 - 10.3.13.1 Bridging Architect shall evaluate and determine the acceptability of substitute materials and equipment proposed by Design Build Contractor.
 - 10.3.13.2 Bridging Architect shall review quality control submittals and requests for substitution beyond the specified manufacturers from Design Build Contractor in a timely manner so as to cause no delay to the Design Build Contractor or the Project and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

11. Periods of Service

- 11.1 Milestones: Certain Project Milestones are contained in the Appendix C Milestone Schedule. Specific milestones for completion of Phases and tasks within each phase will be included in the Master Schedule to be provided by County.
- 11.2 Commencement of Services: Bridging Architect shall not commence work on any succeeding phase of Services until completion of services on existing and prior phases of Service and Project Manager has provided Bridging Architect with written notice to commence the succeeding phase of Service, unless Project Manager, in its sole discretion, authorizes Bridging Architect to do so.

12. County's Responsibilities

- 12.1 Project Manager: County shall designate a Project Manager, who is authorized to act on County's behalf with respect to this Agreement. County or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Bridging Architect's services. County may delegate all or some of Project Manager's role and function to a separate contractor or to a construction manager. County may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Bridging Architect.
- 12.2 Design Requirements: County shall provide criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.
- 12.3 Property Information: County shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.
- 12.4 Documents: County shall make copies of available documents and drawings of existing conditions available to Bridging Architect. Bridging Architect may inspect all County's surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Bridging Architect.
- 12.5 Surveys: County shall provide engineering surveys to establish reference points for construction.
- 12.6 Hazardous Materials: County shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from Project Site.
- 12.7 Permits and Approvals: Bridging Architect shall assist County in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement (for example, Bridging Architect's duty to secure all required design approvals from State Agencies and State Fire Marshal).
- 12.8 Site Access: County shall provide Bridging Architect reasonable access to the Site provided Bridging Architect complies with all security and safety requirements, and coordination requirements.
- 12.9 Resident Inspector: County shall supply the Resident Inspector required by the Penal Code.

END OF APPENDIX A

Exhibit 1



July 16, 2014
Statement of Qualifications/Proposal for
Bridging Architectural Services

STANISLAUS COUNTY
RE-ENTRY AND ENHANCED
ALTERNATIVES TO CUSTODY
TRAINING (REACT) CENTER





GREGORY COOK, AIA, NCARB, LEED® BD+C AP, CCHP

Senior Associate | Senior Project Designer

Greg is an architect with more than 15 years experience, a rich background in diverse project types, and a proven focus cultivating collaborative relationships with clients that result in projects that uniquely balance aspirations, programmatic complexities, sustainable strategies and cost considerations. Over the course of his career, every project shares an emphasis on goal setting, clear process, and quality of design. Greg's agility in project delivery has been facilitated by functional design grounded in evidence-based practice and utilization of the most current technologies in delivery and construction, which are integral to the delivery of each successful project. In 2010, Greg became the first architect in the nation to become a Certified Correctional Health Professional (CCHP), highly regarded as a symbol of a professional's knowledge, understanding, and application of standards and guidelines essential to the delivery of appropriate health care in the correctional environment

EDUCATION

Washington University
Master of Architecture, 2002

University of Illinois at Urbana-Champaign
Bachelor of Science, Civil Engineering, 1997

PROFESSIONAL REGISTRATIONS

Certified Correctional Healthcare
Professional (CCHP)

NCARB

Registered Architect: Missouri

LEED® BD+C Accredited Professional

EIT: Illinois

MEMBERSHIPS

American Institute of Architects

Academy of Correctional
Health Professionals

American Society of Civil Engineers

PRESENTATIONS

"Dialogues On Detention,"

Sandra Day O'Connor College of Law,
Arizona State University, Tempe, Arizona,
October 2012

"Design Solutions For Mental Health Care:
Planning & Design Of A New Facility For A New
System," NCCHC Mental Health Conference,
Las Vegas, Nevada, July 2011

"ISP: 170 Years in the Making,"

AIA AAJ Annual Conference,
Boston, Massachusetts, November 2010

DIGITAL MEDIA & BLOGS

Justice Design Exchange - justicedx.com

EXPERIENCE

Indianapolis Justice Center
Indianapolis, Indiana

Multiple facility, 1.8 million sq.ft. complex
for Indianapolis/ Marion County, Indiana,
including a new 3,500 detention facility,
750 bed community corrections center,
30 courtroom courthouse, sheriff's
headquarters, law office building and
parking facilities. HOK acted as owner's
representative, programmer, planner, criteria
documents.

East County Detention Center
India, California

2012-2013 - Programmer and planner for
460,000 sq. ft. Type II Detention Center to
expand and replace an existing facility. The
new building provides a net gain of 1,250
beds with support facilities in addition to
replacing the 353 beds from the existing
facility.

Douglas County Adult Detention
and Law Enforcement Center
Douglasville, Georgia

Completed 2013 - A new 1,448-bed county
detention center and law enforcement facility
on a 36-acre site that is master planned
for 600,000 sq. ft. of future county office
space. There is also associated parking for
2,400 cars.

Nye County Jail
Tonopah, Nevada

Completed 2012 - New 54,000 SF 224
bed detention center on tight site between
existing courthouse and jail, support core

and expansion capability for 448 beds.

Grayson County Jail
Grayson County, Texas

To alleviate overcrowding and expensive
operational costs, the new facility will house
800 beds with the expansion capacity to
1,600. Grayson County went with a design/
building/finance/operate model for the new
jail.

Iowa State Penitentiary
Ft. Madison, Iowa

Completed 2013 - Planner for 800 bed
maximum security facility replacing 1839
facility, extensive medical/mental health
treatment facilities, geothermal, tracking
LEED Gold.

Garland County Detention Center
Hot Springs, Arkansas

Graterford II State Correctional Institution
Skeppack Township, Pennsylvania

Completed 2012. The 1.2 million square
foot replacement facility reduces energy
consumption while increasing staffing
efficiency, minimizing initial construction
cost impacts and heightening security
operations. Innovative sustainable
technologies were integrated, such as
the introduction of heat recovery, on-site
stormwater management and extensive use
of recycled materials.

LEED Certified
*experience prior to joining HOK

Section 1: Proposal Summary

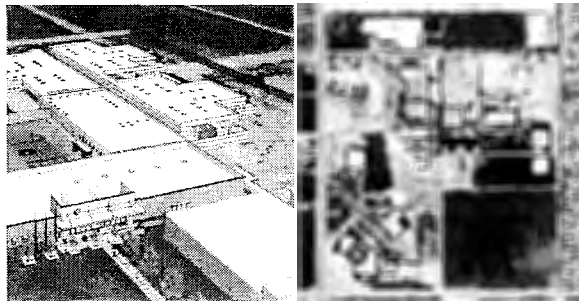
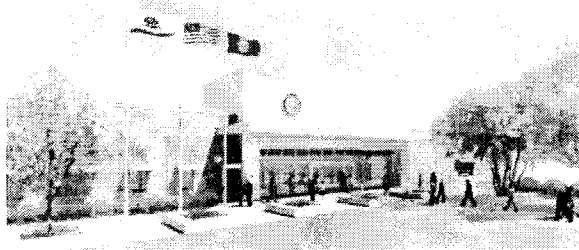




RE-ENTRY AND ENHANCED ALTERNATIVES TO CUSTODY TRAINING (REACT) CENTER

PROJECT 4
BRIDGING ARCHITECTURAL SERVICES

JULY 16, 2014



Submitting Firm:

HOK
One Bush Street, Suite 200
San Francisco, CA 94104

Contact:

David Crotty, AIA, LEED AP BD+C
Senior Associate/Project Manager
t 415 356 8632
f 415 882 7763
david.crotty@hok.com

5.1.3

Exhibit G

PROPOSAL ORGANIZATION CHECKLIST

All forms are to be completed and any materials submitted with the proposal are to conform to the following specified format, pursuant to Section 5.1.1 of the RFQ/RFP.

SECTION 1 Proposal Summary

- Title Page
- Proposal Organization Checklist, Exhibit G
- Transmittal Letter
- Table of Contents
- Executive Summary
- Bridging Architect Qualifications and Experience
- Bridging Architect Client References
- Subconsultants
- Proposed Approach
- Performance Criteria
- Supplemental Video Materials

SECTION 2 Financial Information

- Financial Statements
- Claims and Litigation History
- Letter from Insurance Broker

SECTION 3 Response Forms

- Proposal Authorization, Exhibit H
- Acknowledgment of Addendum Form, Exhibit I
- Acceptance of Form of Professional Services Agreement, including any proposed modifications, Exhibit E

SECTION 4 Discretionary Supplemental Materials

- Explanation of relevancy of discretionary supplementary materials



Proposal Date: July 16, 2014

Patricia Hill Thomas
Chief Operations Officer, Project Manager
Stanislaus County Chief Executive Officer
1010 10th Street, Suite 6800
Modesto, California 95354

Dear Patricia,

HOK is delighted to respond to your Request for Qualifications/Proposal for Bridging Architectural Services for the REACT Center. Per the RFQ/RFP requirements, we are providing the following information:

PROPOSED TEAM MEMBERS

Firm Name	Role	Legal Structure	Proposed Leadership
HOK (Hellmuth, Obata & Kassabaum) San Francisco	Bridging Architect Structural Engineer Electrical Engineer Landscape Architect Environmental Graphics	Corporation	Jeff Goodale, David Crotty, Alan Bright, Robert Schwartz
LDA Partners	Associate Architect	Limited Liability Partnership	Eric Wohle
Associated Engineering Group, Inc.	Civil Engineer	Corporation	Ryan Carrel, Kevin Waddell
Isom Security Design & Consulting	Detention Equipment Consultant	Limited Liability Corporation	Cliff Isom
Capital Engineering Consultants	Mechanical & Plumbing Engineer	Corporation	Anthony Colacchia
Cumming	Cost Estimator	Corporation	Nick Mata
AVS Engineers	Security, Fire Alarm & Low Voltage Engineer	Corporation	Bryan Jung

PERSON AUTHORIZED TO NEGOTIATE FOR AND CONTRACTUALLY OBLIGATE HOK:

Lynn Filar, AIA, LEED AP
Management Principal
t 415 356 8634
f 415 882 7763
lynn.filar@hok.com

PROJECT CONTACT:

David Crotty, AIA, LEED AP BD+C
Senior Associate / Project Manager
t 415 356 8632
f 415 882 7763
david.crotty@hok.com

PROJECT PROPOSING ON

Project Four - Bridging Architectural Services for Reentry and Enhanced Alternatives to Custody Training (REACT) Center.

This letter has been signed by HOK staff authorized to contractually obligate the firm. Thank you for your consideration.

Sincerely,

Lynn Filar, AIA, LEED AP
Senior Vice President/Management Principal
Hellmuth, Obata & Kassabaum, California Corporation

Gordie Beittenmiller, CPA
Chief Financial Officer
Hellmuth, Obata & Kassabaum, California Corporation



5.1.5 TABLE OF CONTENTS

SECTION 1: PROPOSAL SUMMARY

Title Page	
Proposal Organization Checklist	
Transmittal Letter	1
Table of Contents	2
Executive Summary	3
Bridging Architect Qualifications and Experience.....	5
Bridging Architect Client References.....	16
Subconsultants.....	17
Proposed Approach.....	19
Performance Criteria	23
Supplemental Video Materials (provided on DVD)	

SECTION 2: FINANCIAL INFORMATION

Financial Statements
Claims and Litigation History
Letter from Insurance

SECTION 3: RESPONSE FORMS

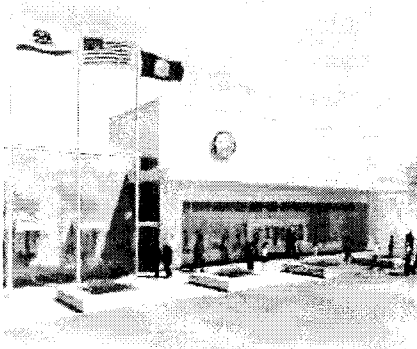
Proposal Authorization (Exhibit H)
Acknowledgement of Addendum Form (Exhibit I)
Acceptance of Form of Professional Services Agreement (Exhibit E)

SECTION 4: DISCRETIONARY SUPPLEMENTAL MATERIALS

Full Resumes for Team Members



5.1.6 EXECUTIVE SUMMARY



"We are impressed with the quality of the HOK teamwork, the depth of their thinking and their creativity and flexibility in seeking and exploring options for the successful delivery of our project. They are a can do team, and the results of their work is impressive!

- Patricia Hill Thomas
 Chief Operations Officer
 Stanislaus County
 February 2013



Top: Stanislaus County Public Safety Center
 Bottom: Riverside East County Detention Center

THE HOK TEAM: The San Francisco office of HOK proposes to provide Stanislaus County with single source responsibility and accountability for the project. HOK would be assisted by LDA Architects; working under the overall supervision and direction of HOK. Other sub-consultants to HOK include: Associated Engineering Group (Civil), Capital Engineering (Mechanical & Plumbing), Isom Security Design & Consulting (Detention Equipment), Cumming (Cost), AVS (Security Electronics/Fire Alarm/Low Voltage). HOK will provide in-house services for Structural and Electrical Engineering and Landscape Architecture. **HOK has a long and proven record of successful collaboration with all of these firms.**

KEY STAFF: The San Francisco based team that we propose includes HOK's most experienced and sought after detention facility specialists. They are nationally acclaimed experts who are frequently asked to address critical detention planning and design issues at conferences of the California State Sheriff's Association, the American Jail Association, the American Correctional Association, the Design Build Institute of America and other industry organizations. This leadership team offers a combined century of experience with the planning and design of detention facilities. Their experience includes in-depth expertise with bridging documents and similar creative methods of project delivery. Supplementing this group is more than 300 additional architects and engineers from HOK and our sub-consultant team.

HOK BACKGROUND: HOK is one of the nation's largest privately owned design firm with a staff of 1,600 in 23 offices worldwide. The San Francisco office is

the largest of these and home to the firms CEO and Chairman. Originally a traditional architectural and engineering firm, today we provide a complete range of services such as: needs assessments, economic analysis, programming and strategic capital planning. We also offer services throughout the entire delivery process from planning, design and construction to building commissioning, post occupancy energy analysis and facility management.

RELEVANT EXPERIENCE: HOK has completed almost 350 major justice facilities and received three times the recognition for both functional and architectural excellence than any other firm. **We are recognized as one of the nations' pre-eminent Firms for detention/correctional facility expertise.** For more than 45 years we have made detention and related justice facilities a cornerstone of our San Francisco practice and a source of great pride and success. We have completed 73 major facilities with 44 located right here in California. This body of work includes justice projects for 29 California Counties, the State of California and the Federal Bureau of Prisons. Most relevant, the key members of this team have successfully been working with you on your AB900 project - the additional maximum security and mental health and medical beds at the public safety campus.

The HOK Justice Group focuses exclusively on detention and related justice facilities and includes nearly 100 justice specialists. These staff are located in six offices - including San Francisco and Los Angeles. Every two weeks we hold virtual meetings to exchange information on new lessons learned, new products, client and contractors experiences and other relevant issues. In



5.1.6 EXECUTIVE SUMMARY

(CONTINUED)

this way we remain abreast of the latest developments and at the cutting edge of our very specialized field of practice. And each client receives the combined knowledge and expertise of the entire justice group and not just any one office.

APPROACH: We propose a 45 day "quick start" approach which will be highly interactive and consensus based. The process will be very similar to the AB900 project we did with Stanislaus. One important exception: **we will start with a lessons learned from the AB900 project - building on the successes and making improvements in areas that were less than successful.** We will meet with the Sheriff's Office representatives and the Capitol Projects group weekly in Modesto during early project phases and in later phases every other week. Much of these early meetings would be in the form of facilitated workshops. These workshops would be intended to present relevant information, encourage open and candid discussion of critical issues and solicit feedback. We view our role in this process as bringing to the table the creative ideas, energy and technical expertise to facilitate your ability to determine the best approach to meet the county's unique needs.

We fully understand that the budgets are fixed and absolute. We understand that Stanislaus has a focused interest in developing a budget and design that can achieve larger goals. We will start off the project with an intensive review and confirmation of the current County budget, we will review possible big picture options. As HOK & Stanislaus County did on the AB900 project, we can implement strategies to significantly reduce construction costs. As critical as the budget is, this up front number represents only about 10% of 30-year lifecycle costs. Therefore, staff expenditures (including recruiting, training,

retention and sick/injury time) will need to be closely reviewed right from the start when remedial action can be most effective. For decades, each of us in HOK's Justice Group have worked with, and developed close friendships with detention and corrections staff at numerous facilities. We are pleased to add Stanislaus County to our list of close relationships. Therefore, we are equally concerned with staff safety and their well-being as we are about staff efficiency.

We also understand that the schedule will be governed and fixed to a large degree by state SB1022 requirements. We offer Stanislaus County unequalled familiarity with: SB 1022/AB 900 regulations and process, the Board of State and Community Corrections, Title 15 and 24 regulations, State Fire Marshall, Correctional Treatment Centers, CDCR, Realignment, CEQA and all other state and national codes, regulations and standards. This knowledge and insight includes how to correctly apply complex code interpretations, effective application of evolving energy regulations (and applicable subsidies) and other factors critical to the successful delivery and cost control of this major expansion.

We have had extensive experience with design-build of detention facilities - and have worked as both bridging architect and as part of a design-build team. Accordingly, we fully appreciate the complexity of the coordination issues that must be properly addressed to make a smooth and efficient transition from the bridging team to the design-build team. **Significantly, we have experience working with Stanislaus County in producing criteria documents.** We look forward to reviewing the good, the bad and the ugly and collectively planning an even better set of criteria documents.

TECHNOLOGY: We propose to complete our work in Revit and using Building

Information Modeling (BIM). BIM has become an enormous aid in providing accurate and consistent project data from programming and bridging documents on through design and construction documents. It can also facilitate staff training and serve as a vehicle for facility management and maintenance. BIM will allow the entire team (HOK, County, Sheriff and construction manager) to have real time access to our progress and ensure that all are working with or viewing the most up to date information. BIM will allow 3D representations of all aspects of the buildings which will enable your staff to have a much clearer understanding of progress and the final product. If properly done, it will eliminate much of the errors and information loss that can occur when the facility design transitions from bridging architect to construction manager to design architect to general contractor.

SUMMARY: In both professional qualifications and temperament the team we have assembled is custom tailored to meet the unique needs of this challenging assignment. We understand the significance and importance of this project to the County, the sheriff's office and the taxpayers. Closing the downtown facility will create a more secure and safe environment for the Public, Officers, and inmates alike. We are eagerly looking forward to an opportunity to present our team in person, elaborate on our approach and discuss how our team might best assist Stanislaus County and Sheriff Christianson with the successful delivery of this critical and urgently needed facility. In the interim, please do not hesitate to contact us for additional information or with any questions you may have.



5.1.7 QUALIFICATIONS & EXPERIENCE



JEFF GOODALE

Project Director/Principal-In-Charge

DAVID CROTTY

Project Manager

ALAN BRIGHT

Project Designer

JOE O'NEILL

Project Architect

ROBERT SCHWARTZ

Detention Planner/Programmer



ERIC WOHLER

Project Architect

IN-HOUSE AND SUBCONSULTANT TEAM

**STRUCTURAL & ELECTRICAL
ENGINEERING, LANDSCAPE
ARCHITECTURE**
HOK

CIVIL ENGINEERING
Associated Engineering Group

**MECHANICAL & PLUMBING
ENGINEERING, FOOD SERVICE**
Capital Engineering Consultants

**DETENTION EQUIPMENT
CONSULTING**
Isom Security Design & Consulting

COST ESTIMATING
Cumming
SECURITY ELECTRONICS
AVS Engineers



5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)



JEFF GOODALE

Project Director/Principal in Charge

As Project Director/Principal in Charge, Jeff will oversee the overall progress of the project and allocate resources and staffing. He is an AIA award-winning detention leader and is well known in the industry for leading large project teams to highly successful results. He guides clients to the best results for their projects meeting their budgetary, schedule and programmatic needs. Within the justice field, his primary focus has been on detention facilities for a variety of jurisdictions, federal, state and county.

CONTACT INFO

One Bush Street, #200
 San Francisco, CA 94104
 t 415.230.4420
 f 415.882.7763

Residence: California/Illinois

TOTAL YEARS EXPERIENCE

27 years

PROFESSIONAL REGISTRATIONS

Architect: Illinois #001015762 (currently inactive)

PREVIOUS FIRMS (PAST 10 YEARS)

HDR

EDUCATION

University of Illinois, Urbana-Champaign, *Bachelor of Science, Architecture Studies*

PROFESSIONAL QUALIFICATIONS

American Correctional Association, American Jail Association, Academy of Architecture for Justice

PROJECT EXPERIENCE (3 RELEVANT EXAMPLES)

- 1 **Stanislaus County Public Safety Center Expansion, Modesto, California**
160,000 square-foot, 456 beds, \$95 million facility. LEED Gold anticipated
- 2 **Mule Creek Infill Complex, Ione, California**
530,000 square-foot, 1,584 beds, \$330 million facility. LEED Silver anticipated
- 3 **CDCR DeWitt Nelson Correctional Annex Phases III, Stockton, California**
250,000 square-foot, 550 beds, \$123 million facility. LEED Silver anticipated



DAVID CROTTY, AIA, LEED AP BD+C

Project Manager

As Project Manager, David will serve as the day-to-day contact for the County and will coordinate the design team. He has a depth of technical and design experience with a wide range of hospitals and institutional projects. Over the past decade, David has focused exclusively on detention and correctional facilities. His projects are renowned for scrupulous attention to detail and for exacting multi-disciplinary coordination. His buildings have received widespread acclaim including multiple awards from industry associations.

CONTACT INFO/LOCATION

One Bush Street, #200
 San Francisco, CA 94104
 t 415.356.8632
 f 415.882.7763

Residence: California

TOTAL YEARS EXPERIENCE

19 years

PROFESSIONAL REGISTRATIONS

Architect: California #29807
 LEED Accredited Professional

PREVIOUS FIRMS (PAST 10 YEARS)

N/A

EDUCATION

Tulane University,
Master of Architecture
 The College of William and Mary,
Bachelor of Economics,
Minor in Studio Art

PROFESSIONAL QUALIFICATIONS

American Institute of Architects (AIA), Academy of Architecture for Justice (AAJ), California State Sheriffs' Association (CSSA)

PROJECT EXPERIENCE (3 RELEVANT EXAMPLES)

- 1 **Stanislaus County Public Safety Center Expansion, Modesto, California**
160,000 square-foot, 456 beds, \$95 million facility. LEED Gold anticipated
- 2 **Mule Creek Infill Complex, Ione, California**
530,000 square-foot, 1,584 beds, \$330 million facility. LEED Silver anticipated
- 3 **Stanton Adult Detention Facility Expansion, Fairfield, California**
122,307 square-foot, 365 beds, \$65 million facility. LEED Silver anticipated



5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)



ALAN BRIGHT, FAIA, LEED AP BD+C

Project Designer

As Project Designer, Alan will implement the Stanislaus' strategic intent and programming into a physical environment. Alan has been responsible for some of HOK's most progressive and innovative justice facility designs, including detention facilities, correctional facilities, courts, and sheriff's operations centers and forensic laboratories. He is highly experienced with the complexities inherent in the design of detention facilities. His collaborative and integrated design process has resulted in some of the Nation's most advanced justice facilities.

CONTACT INFO

One Bush Street, #200
 San Francisco, CA 94104
 t 415.356.8577
 f 415.882.7763
 Residence: California

TOTAL YEARS EXPERIENCE

30 years

PROFESSIONAL REGISTRATIONS

Architect: California #18019
 LEED Accredited Professional

PREVIOUS FIRMS (PAST 10 YEARS)

N/A

EDUCATION

University of Oregon, *Bachelor of Architecture*
 Southern California Institute of Architecture

PROFESSIONAL QUALIFICATIONS

American Institute of Architects (AIA), National Center for State Courts - Citation for Design Excellence 2010 (please see resume in appendix for additional examples)

PROJECT EXPERIENCE (3 RELEVANT EXAMPLES)

- 1 **Stanislaus County Public Safety Center Expansion, Modesto, California**
 160,000 square-foot, 456 bed, \$95 million facility. LEED Gold anticipated
- 2 **Solano County Stanton Correctional Facility, Fairfield, California**
 122,307 square-foot, 362 bed, \$65 million expansion. LEED Silver anticipated
- 3 **CDCR - San Quentin State Prison CHSB, San Quentin, California**
 132,000 square-foot, five-story medical facility, \$100 million. LEED Gold certified



JOSEPH O'NEILL, AIA, LEED GA

Project Architect

As Project Architect, Joseph is the technical leader of the project team. He will lead and manage the development of the project's technical aspects including code compliance, constructability, and interdisciplinary coordination of the engineering and other special consultants. He has a depth of technical and design experience from over 13 years practicing architecture in the Bay Area. His body of work includes justice centers, prisons, hospitals, and high rise buildings.

CONTACT INFO/LOCATION

One Bush Street, #200
 San Francisco, CA 94104
 t 415.356.8796
 f 415.882.7763
 Residence: California

TOTAL YEARS EXPERIENCE

13 years

PROFESSIONAL REGISTRATION

Architect: California #C30581
 LEED Green Associate

PREVIOUS FIRMS (PAST 10 YEARS)

N/A

EDUCATION

California Polytechnic State University,
 San Luis Obispo
Bachelor of Architecture

PROFESSIONAL QUALIFICATIONS

American Institute of Architects

PROJECT EXPERIENCE (3 RELEVANT EXAMPLES)

- 1 **Stanislaus County Public Safety Center Expansion, Modesto, California**
 160,000 square-foot, 456 beds, \$95 million facility. LEED Gold anticipated
- 2 **Mule Creek Infill Complex, Lodi, California**
 530,000 square-foot, 1,584 beds, \$330 million facility. LEED Silver anticipated
- 3 **CDCR DeWitt Nelson Correctional Annex Phases III, Stockton, California**
 250,000 square-foot, 550 beds, \$123 million facility. LEED Silver anticipated



5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)



BOB SCHWARTZ, AIA, NCARB, LEED AP

Detention Programmer and Planner

As Detention Programmer and Planner, Bob will develop strategies for implementing Stanislaus' program into a workable solution. Through careful listening and thorough knowledge of planning, accessibility, security, sustainability and technology concepts and standards, he has developed detention and correctional facilities which go "outside the box" to fulfill his clients' unique ideals. Bob has completed more than 50 detention and correctional assignments.

CONTACT INFO/LOCATION

211 North Broadway, Suite 700
 St. Louis, MO 63102
 t 314.754.4312
 f 314.421.6073
 Residence: Missouri

TOTAL YEARS EXPERIENCE

35 years

PROFESSIONAL REGISTRATION

Architect: Illinois#001-009279 (1978)
 LEED Accredited Professional

PREVIOUS FIRMS (PAST 10 YEARS)

N/A

EDUCATION

Washington University, *Master of
 Architecture and Urban Design*
 University of Illinois-Chicago,
Bachelor of Architecture

PROFESSIONAL QUALIFICATIONS

American Institute of Architects, American
 Correctional Association, National Center for State
 Courts

PROJECT EXPERIENCE (3 RELEVANT EXAMPLES)

- 1 **Stanislaus County Public Safety Center Expansion, Modesto, California**
 160,000 square-foot, 456 bed, \$95 million facility. LEED Gold anticipated
- 2 **Tulare County South County Detention Facility, Porterville, California**
 120,000 square-foot, 500 beds, \$48.5 million facility.
- 3 **San Mateo County Maple Street Correctional Center, Redwood City, California**
 300,000 square-foot; 768 beds; \$165 million facility.



ERIC WOHLER, AIA, NCARB, LEED AP

Project Architect - LDA Partners

As Project Architect with LDA Partners, Eric will work with HOK in the development of the technical documents. He offers clients the benefits of his solid background in building design, public facility design, construction management, and design-build. He also has extensive experience in design and construction document production for a wide range of project types. He also has a keen sense of building materials and the design construction process as a whole having taught Materials and Methods of Construction and Blueprint Reading for five years.

CONTACT INFO

4 S. Central Court
 Stockton, CA 95204
 t 209.943.0405
 f 209.943.0415
 Residence: California

TOTAL YEARS EXPERIENCE

15 years

PROFESSIONAL REGISTRATION

Architect: California #C28388
 NCARB Certificate #66415
 LEED Accredited Professional

PREVIOUS FIRMS (PAST 10 YEARS)

N/A

EDUCATION

University of Washington, *Bachelor of
 Arts: Design and Planning*
 University of New Mexico, *Master of
 Architecture*

PROFESSIONAL QUALIFICATIONS

American Institute of Architects, Architectural
 Review Committee for the City of Stockton
 Member, California Parks & Recreation Society
 National Council of Architectural Review Boards

PROJECT EXPERIENCE (3 RELEVANT EXAMPLES)

- 1 **Stanislaus County Public Safety Center Expansion, Modesto, California**
 160,000 square-foot, 456 bed, \$95 million facility. LEED Gold anticipated
- 2 **CDCR DeWitt Nelson Correctional Annex Phases III, Stockton, California**
 250,000 square-foot, 550 beds, \$123 million facility. LEED Silver anticipated
- 3 **Federal Bureau of Prisons, Stockton, California**
 33,000 sq. ft. administration office for Western Region of Federal Bureau of Prisons



5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)

FIRM DESCRIPTION



"The relationship of ODPC with HOK Architects has been one of trust and responsiveness. HOK was instrumental in assisting the Department in seeking and recording code changes resulting in millions of dollars in savings. HOK assisted the department in identifying and evaluating best practices in other jurisdictions. HOK understands the fundamental principles of corrections and the interrelationship between daily operations and prison design. HOK is an innovative firm willing and able to always respond to shifts in schedule, budget, or program. HOK Architects made the early growing pains associated with the ODPC New Prison Construction Program not only bearable but infinitely more informative. HOK was always there, eager to work and to meet our needs even before we were able to clearly articulate them."

- Richard Rose
 Oregon Department of Corrections

HOK

HOK is an 1,600 person firm with 23 offices worldwide. We are the Nation's largest privately owned design firm. HOK's Justice Group focuses exclusively on detention and correctional facilities as well as crime labs, law enforcement centers, emergency operations centers and related justice facilities and includes nearly 100 staff. Our flexible work processes and advanced technologies enable us to scale our services to work with any size jurisdiction. We work closely with our clients, giving them direct personal attention and making them active participants at every step of the decision making process.

Our justice programmers, planners, architects and engineers bring a wide range of experience from local, state and federal government projects. Our projects range from the renovation and technology upgrades of six cell lock-ups to some of the nation's largest and most advanced new detention facilities. We combine a knowledge of trends, best practices and benchmarks with HOK's resources and technology. We are uniquely organized to deliver exceptional client service through the integration of a custom tailored team of justice specialists.

Founded in 1955 as a traditional architectural firm, today HOK offers our clients a complete range of services, such as needs assessments, economic analysis, programming and strategic capital planning. We also offer services throughout the entire process from design and construction to post-occupancy and operations. We're organized to deliver personalized expert service to both small and large scale assignments.

The HOK projects listed on the following page is a small sample of HOK's recent detention and correctional work. Most were completed within the past 10 years. HOK served as Architect of Record for virtually all of these projects and was responsible for programming, planning, design, construction documents, and construction administration services.

LDA PARTNERS

LDA Partners, LLP is a full-service architecture, construction administration and land planning practice serving both the public and private sectors. The firm's breadth of experience includes public facilities, corporate and institutional office buildings, health care facilities, retail centers, athletic and recreational facilities, historic restoration projects, and custom single-family residences. The firm also provides program advice, guidance and project management services to clients seeking certification under the LEED green building rating system. We are a certified Small Business by the State of California.

Since its inception in 1979, LDA Partners has applied a balanced, solutions-based approach to the creation of human environments, effectively blending function, first- and life-cycle costing, and aesthetics to satisfy complex program requirements. The numerous regional, national and industry awards earned by LDA stand as testament to the effectiveness of this approach.

Richard E. Aronson Justice Center



Representative Relevant Projects Project Name / Location	City	All Back in Service	Primary Contract Provider	Over \$50 Million	Cost Analysis	Private Assets	Site Address	Over \$100 Inmate	Percentage of Inmate from Inmate	U.S. Prisoner
Stanislaus County Public Safety Center Modesto, CA	●	●		●	●		●	●	●	
Mule Creek Infill Complex Lodi, CA			●	●	●		●	●	●	●
Tulare South County Detention Facility Porterville, CA	●	●	●	●	●		●	●	●	
Stanton Adult Detention Facility Fairfield, CA	●	●	●	●	●		●		●	●
Maple Street Correctional Center Redwood City, CA	●		●	●	●		●	●	●	●
Alameda County Juvenile Justice Center San Leandro, CA	●	●	●	●	●	●	●		●	●
Richard E. Arnason Justice Center Pittsburg, CA			●	●	●	●	●		●	●
Metro Jail Los Angeles, CA			●	●	●	●		●	●	●
Fourth Street Jail Maricopa County, AZ	●		●	●	●	●		●	●	
Justice Center Douglas County, GA	●		●	●			●			●
New Century Facility Johnson County, KS	●		●	●	●	●	●		●	●
Detention Facility San Bernardino County, CA	●	●	●	●	●		●	●	●	●
Central Jail San Diego County, CA	●	●	●	●	●	●	●	●		
State Correctional Facility Coyote Ridge, WA				●	●	●	●	●	●	●
Correctional Facility Snake River, OR			●	●	●	●	●			
California Correctional Healthcare Stockton, CA			●		●			●	●	●
DeWitt Nelson Correctional Annex Stockton, CA			●				●	●	●	●
State Correctional Center Goose Creek, AK			●	●	●		●	●		
Condemned Inmate Complex San Quentin, CA				●	●		●	●	●	●
Central Health Service Building San Quentin, CA			●	●	●	●			●	●
Detention Facility Gwinnett County, GA	●		●	●	●	●	●	●		●
Detention Facility Expansion Sonoma County, CA	●		●		●		●	●	●	●
Detention Center Fairfax County, VA	●		●	●	●	●	●	●		●
US Penitentiary Atwater, CA				●		●	●			
Regional Detention Center King County, WA	●		●	●	●	●			●	●
Detention Center Santa Ana, CA			●	●	●	●	●	●	●	
Detention Center Clark County, NV	●		●	●	●	●		●	●	
Intake Release Center Orange County, CA			●	●	●	●	●	●		
Detention Facility Eldorado County, CA	●		●			●	●	●		
Detention Center Pierce County, WA	●			●	●	●		●		●
Solano Justice Center Fairfield, CA	●		●	●	●	●	●	●		
CA Reception Centers Wasco & Delano, CA	●		●	●	●	●	●			
McGuire Facility San Mateo County, CA	●		●		●	●	●	●		



5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)

SERVICES

Programming, Planning, Architecture,
 Interiors

KEY TEAM MEMBERS

Jeff Goodale, David Crotty, Alan Bright, Bob
 Schwartz, Joe O'Neill, Eric Wohle (LDA)

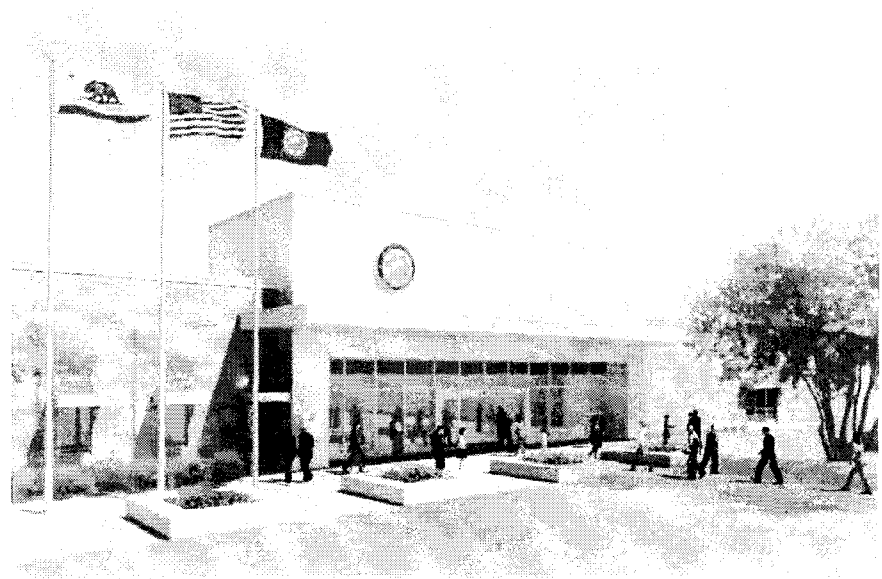
DESCRIPTION

As part of California's AB 900 realignment,
 the facilities consist of three new facilities
 located on the current site. Project one is a
 \$70.5 million facility that provides maximum
 security housing, medical/mental health
 housing, administration and video visitation.
 Project two is a \$4.5 million day reporting
 facility. Project three is a \$20 million facility
 that includes intake, release, transportation
 and facility administration functions.

STANISLAUS COUNTY

PUBLIC SAFETY CENTER EXPANSION

Modesto, California



W LERD SILVER ANTICIPATED

SERVICES

Programming, Planning, Architecture,
 Interiors, Landscape Architecture, MEP
 Engineering

KEY TEAM MEMBERS

Jeff Goodale, David Crotty, Alan Bright

DESCRIPTION

As the second detention facility designed
 and delivered by HOK for Solano County, this
 project is a new state-of-the-art 365-bed
 maximum security adult detention facility
 and one of the first groups of projects
 financed by the State AB900 funding. It
 consists of podular housing units operated
 by a central control in a modified direct
 supervision model. The facility is designed
 for phased expansion to 1,024 beds.

SOLANO COUNTY

STANTON ADULT DETENTION FACILITY EXPANSION

Fairfield, California





5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)

LEED SILVER ANTICIPATED

SERVICES

Programming, Planning, Architecture,
Landscape Architecture

KEY TEAM MEMBERS

Jeff Goodale, David Crotty, Alan Bright, Joe
O'Neill, Eric Wohle (LDA)

DESCRIPTION

HOK and LDA Partners teamed with Hensel
Phelps and PSA Dewberry for this Phase III
design-build competition which consists of
new and renovated Inmate Patient housing,
Medical and Mental Health facilities, Inmate
Patient support/vocational services,
Materials Unit Transfer, Administration,
perimeter and site improvements and
coordination with the neighboring CHCF
Project. The project encompasses 250,000
sq. ft. and 550 beds.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

DEWITT NELSON CORRECTIONAL ANNEX

Stockton, California



LEED SILVER ANTICIPATED

SERVICES

Programming, Planning, Architecture,
Landscape Architecture

KEY TEAM MEMBERS

Jeff Goodale, David Crotty, Alan Bright, Joe
O'Neill

DESCRIPTION

The primary and fundamental objective of
the infill project is to fulfill the mandates of
Senate Bill 1022 by providing additional level
II prison housing, related support buildings,
and inmate rehabilitative programming space
(those with disabilities, intermediate medical
needs, or mental health treatment needs)
adjacent to existing CDCR prison facilities.
The proposed 1,584-bed, Level II complex
covers 60-acres of previously vacant
land and is comprised of two mirror image
facilities that share three common buildings.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

MULE CREEK INFILL COMPLEX

Yuba, California





5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)

SERVICES

Programming, Planning, Architecture,
Interiors, Landscape Architecture, MEP
Engineering

KEY TEAM MEMBERS

Jeff Goodale, Bob Schwartz, Alan Bright

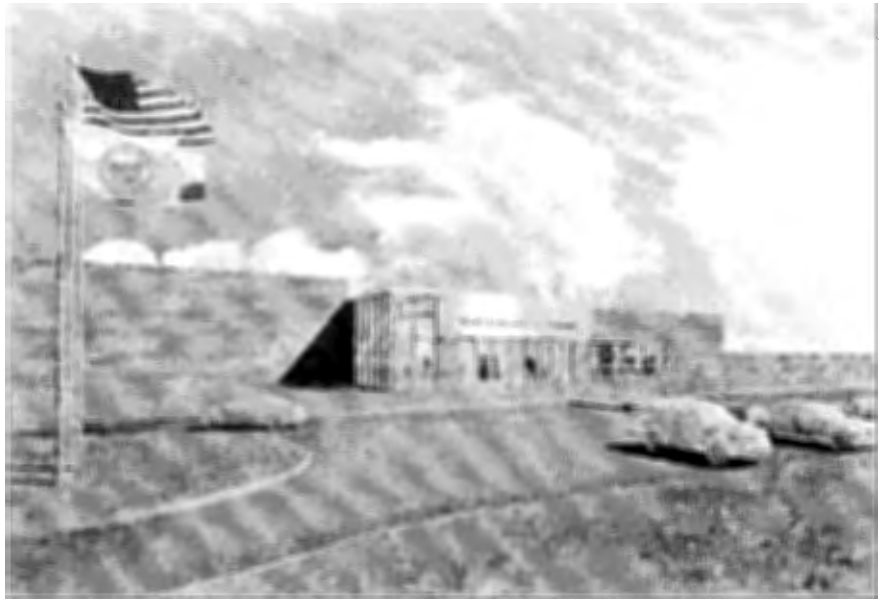
DESCRIPTION

The project is a 500-bed Type II detention facility with 14 specialty health beds. It is anticipated that the facility will have a tiered design with five housing units. Each unit will have 50 double-bunked cells. Support space for food and laundry services, medical, storage and program space will also be incorporated into the facility. The premises will be occupied by male and female, medium and maximum security, adults. The project is funded by AB900 Phase II Jail Construction Financing.

TULARE COUNTY

SOUTH COUNTY DETENTION FACILITY

Parterville, California



SERVICES

Programming, Planning, Architecture,
Interiors, Landscape Architecture

KEY TEAM MEMBERS

Jeff Goodale, Bob Schwartz

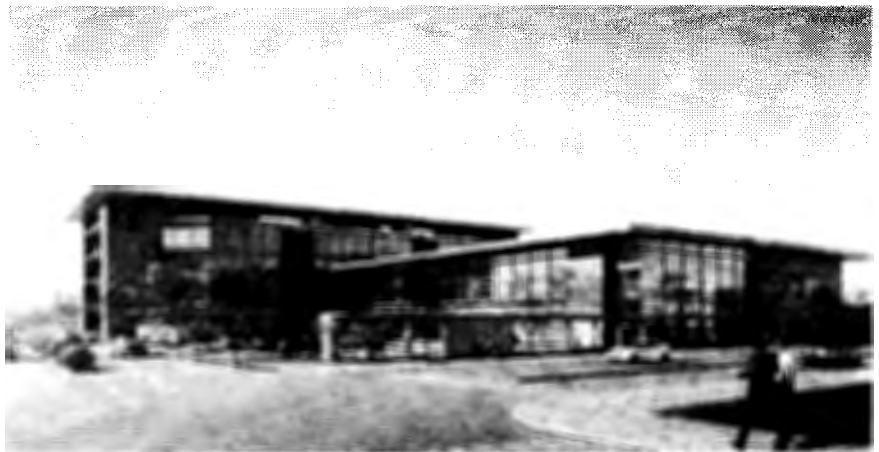
DESCRIPTION

This project is 510,000 sq. ft. with 1,273 new beds and 353 replacement beds and includes two separate housing towers, with a main control post in each, representing a highly efficient staffing model. The new facility will also include a 75 bed sheltered care medical/ mental health unit in response to California's AB109 re-entry program, a new central kitchen and support space for the entire facility. In addition, this facility features a clinic with the sheltered care housing and medical check-in elements directly adjacent to the housing units.

RIVERSIDE EAST COUNTY

DETENTION CENTER

Indio, California





5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)

LEED NC GOLD CERTIFIED

SERVICES

HOK - Architect of Record with Beverly Prior Associates as Associate Architect
HOK coordinated all A/E services including Re-Programming, Planning, Interior Design, Landscape Architecture, Security, Sustainable Design

KEY TEAM MEMBERS

Alan Bright, Bob Schwartz, Joe O'Neill

DESCRIPTION

The fourth justice facility designed for Alameda County, this "one-stop center" accommodates 360 beds in 12 separate units for maximum- and minimum-security youths in a 196,000 sq. ft. residential building. Bedrooms surround central gathering areas and mural-adorned outdoor basketball courts. In the 71,000 sq. ft. support building, classrooms and libraries feature murals and works by local artists.

ALAMEDA COUNTY

JUVENILE JUSTICE CENTER

San Leandro, California



LEED NC V2.2 GOLD CERTIFIED

SERVICES

Programming, Planning, Architecture

KEY TEAM MEMBERS

Alan Bright

DESCRIPTION

San Quentin's new Central Health Services Building creates a leading correctional healthcare facility that provides the highest standards of medical, dental and mental healthcare services. As the first large scale project of California's ten-year \$10 billion correctional improvement master plan, it significantly addresses healthcare facilities and services within a campus setting. The new facility incorporates the original 1885 hospital building, which is listed on the National Registry of Historic Places.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

SAN QUENTIN STATE PRISON CENTRAL HEALTH SERVICES BUILDING

San Quentin, California





5.1.7 QUALIFICATIONS & EXPERIENCE

(CONTINUED)

LEED GOLD ANTICIPATED

SERVICES

Architecture, Interiors, Landscape
 Architecture, MEP Engineering

KEY TEAM MEMBERS

Jeff Goodale, Bob Schwartz, Alan Bright, Joe
 O'Neill

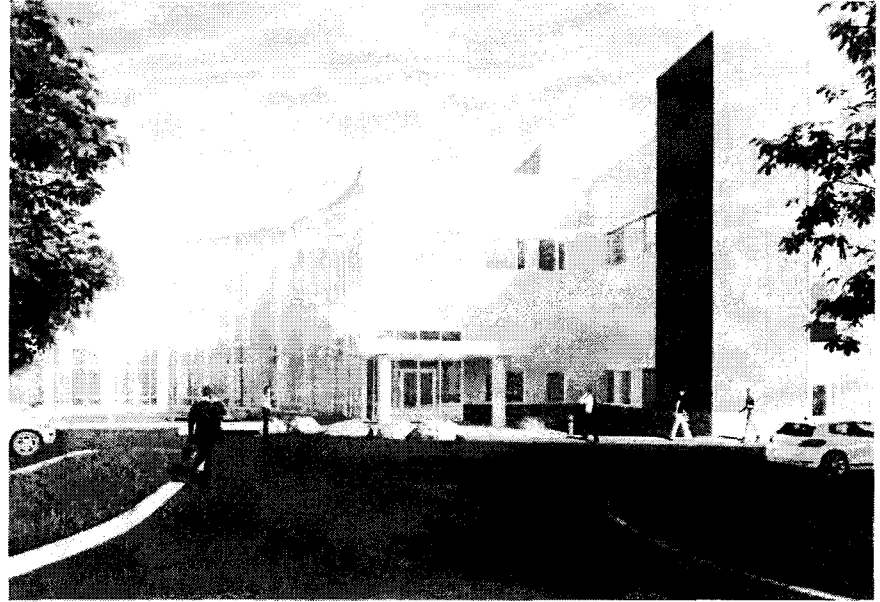
DESCRIPTION

In order to serve a mixed population of long-term and short-term female inmates, the 576-bed facility (to be expanded to 832 beds in the future) will require a wide variety spaces and amenities and offer a range of programs appropriate to the needs of each specific group. This requires strategic thinking in terms of security, while meeting the needs of all of the populations and offering improved living and working conditions. In addition, the project includes an 88 bed transitional housing facility for day reporting, weekend programs and other alternatively sentenced inmates.

SAN MATEO COUNTY

MAPLE STREET CORRECTIONAL CENTER

Redwood City, California



LEED NC SILVER CERTIFIED

SERVICES

Architecture, Interiors, Landscape
 Architecture, MEP Engineering

KEY TEAM MEMBERS

David Crotty, Alan Bright

DESCRIPTION

A new three-level facility, one of the first to implement California's Trial Court Facilities Standards. The facility provides traffic, family, juvenile and criminal trial, and arraignment courtrooms. Currently with seven courts, it is designed for future expansion to 10 courts. All courtrooms incorporate advanced courtroom technology and receive abundant natural light from windows and light monitors. The jury assembly, traffic court and entry lobby portion are carefully planned to be isolated from the rest of the facility for after hours for night court or the community.

CALIFORNIA ADMINISTRATIVE OFFICE OF THE COURTS

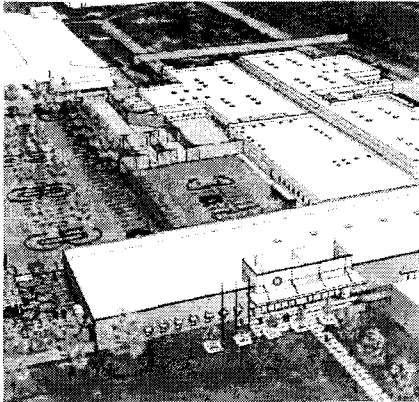
RICHARD E. ARNASON JUSTICE CENTER

Pittsburg, California





5.1.8 CLIENT REFERENCES



DESCRIPTION

Stanislaus County Public Safety Center Expansion

Design of two 192-bed max security housing units; one 72-bed medical/mental health housing unit; health services space; security administrative space; central control space; video visitation for inmates, as well as the programs/day reporting facility.

CLIENT CONTACT

Patricia Hill-Thomas
 Chief Operating Officer/Project Manager
 Stanislaus County
 1010 10th Street, Suite 6800
 Modesto, CA 95354
 209-609-4334

PROJECT TEAM

Jeff Goodale, David Crotty, Alan Bright, Bob Schwartz, Joe O'Neill, Eric Wohle (LDA)



DESCRIPTION

Stanton Adult Detention Facility Expansion

As the second detention facility designed and delivered by HOK for Solano County, this project is a new state-of-the-art 365-bed, expandable to 1,024 beds, maximum security adult detention facility and one of the first groups of projects financed by State AB900 funding.

CLIENT CONTACT

Thomas A. Ferrara
 Sheriff-Coroner
 County of Solano
 530 Union Ave. Suite 100
 Fairfield, CA 94533
 707-784-7030

PROJECT TEAM

Jeff Goodale, David Crotty, Alan Bright



DESCRIPTION

CDCR DeWitt Nelson Correctional Annex

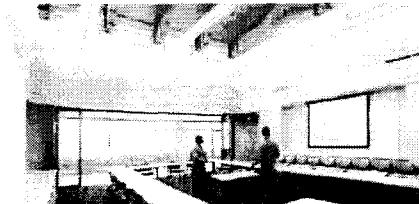
New 550 bed housing unit which served outpatient psychiatric patients (EOP), as well as renovations to the existing facilities to house medical and mental health clinics.

CLIENT CONTACT

Mr. Richard Kirkland
 Director of Construction Oversight
 CDCR
 9838 Old Placerville Road, Suite B
 Sacramento, CA 95827
 916-255-2585

PROJECT TEAM

DNCA - Jeff Goodale, David Crotty, Alan Bright, Joe O'Neill, Eric Wohle (LDA)
 San Quentin HSB - David Crotty, Alan Bright



CDCR San Quentin Central Health Services Building

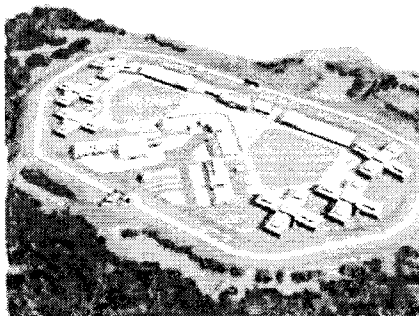
\$100 million, LEED Gold certified correctional medical and intake facility completed in 2011.

CLIENT CONTACT

Mike Meredith
 Project Director III
 CDCR
 9838 Old Placerville Road, Suite B
 Sacramento, CA 95827
 916-255-3838

PROJECT TEAM

Jeff Goodale, David Crotty, Alan Bright, Joe O'Neill



DESCRIPTION

Mule Creek Infill Complex

A new level II complex with housing, related support buildings, and inmate rehabilitative programming space adjacent to existing CDCR prison facilities.



5.1.9 SUBCONSULTANTS



ASSOCIATED ENGINEERING - CIVIL ENGINEERING

Associated Engineering Group, founded in 2002 is a professional consulting firm specializing in Civil Engineering, Land Surveying, Land and Planning. The staff's involvement with large and complicated municipal improvement projects such as water, sewer and storm drainage system analysis and design, surveying projects, roadway and infrastructure improvements and other facilities has provided the firm with a high level of local expertise. This degree of exposure has also provided us with the opportunity to develop an excellent record of success in dealing with a wide variety of challenging projects from the aspect of design, as well as regulatory permitting. Having provided Civil Engineering and Land Surveying services on over 30 projects directly for Stanislaus County and its various departments; Associated Engineering possesses the necessary experience and knowledge to successfully complete this County project.



CAPITAL ENGINEERING CONSULTANTS - MECHANICAL & PLUMBING ENGINEERING

Capital Engineering Consultants, Inc. (Capital) has been providing mechanical engineering services successfully since 1947. Over the past 60 years, Capital has developed strong relationships with architects, owners, construction managers, and contractors involved in the design and construction of justice projects. Capital maintains a staff of approximately 70, which includes 15 registered professional engineers, 7 LEED accredited and several LEED-trained professionals, 2 certified plumbing engineers, 6 field services personnel, technicians, and additional support staff. Capital Engineering Consultants, Inc.'s resume of justice projects encompass more than 40 correctional facilities including numerous California Department of Corrections treatment centers; more than 30 courthouses; numerous law enforcement/administration facilities; and many city/county jails and juvenile detention facilities. They have extensive experience working with HOK.



HOK - STRUCTURAL ENGINEERING, ELECTRICAL ENGINEERING AND LANDSCAPE ARCHITECTURE

HOK San Francisco's Engineering Group includes over 30 staff encompassing structural and M/E/P engineering with experience on a wide variety of complex building types including corporate, laboratories, governmental buildings, aviation and justice. Virtually every member of the HOK SF Engineering Group is LEED Accredited, and as a whole are considered among HOK's most knowledgeable sustainability specialists. HOK Engineering's award winning projects demonstrates the full range of expertise from introduction of energy savings techniques to comprehensive design efforts that explore the full range of sustainable technology.

The Landscape Architecture and Planning studio at HOK San Francisco is a robust and dynamic group of professionals who wonderfully blend creative gestures with complex biological systems to establish a sense of place - the art and science of Landscape Architecture. Having participated in some of the world's most complex projects, we maintain a proven ability to deliver and construct, as well as we conceive and create. Whether providing the site design for a single building or corporate campus, planning a park or an entire city, our is committed to creating quality, sustainable environments with enduring value.



ISOM SECURITY DESIGN & CONSULTING - DETENTION EQUIPMENT CONSULTING

Specializing in security design, Cliff Isom has been responsible for the design and development of physical security systems for more than 80 justice facilities representing more than 90,000 beds and 65 courtrooms since 1987. He is a leading national expert in designing and specifying locking systems, detention hardware, detention hollow metal, security glazing and other physical barriers. Cliff's typical project responsibilities include the establishment of security design requirements, the definition of materials to be used, the method of placement/anchorage and the determination of security zones/perimeters as well as the preparation, coordination and review of all security related contract documents as they relate to Detention and Builders Hardware, Detention Hollow Metal and Security Glazing. Working closely with the client, operating staff and project designers from the onset of the project ensures that the appropriate levels of security are integrated into the project. He has extensive experience working with HOK.



5.1.9 SUBCONSULTANTS

(CONTINUED)



CUMMING CORP - COST ESTIMATING

Established in 1996, Cumming is a leader in providing project control services, including cost and project management, planning and scheduling, and litigation support. In fact, Cumming's 200 expert professionals — located in 19 offices across the United States, as well as in Abu Dhabi — have provided these and other related services to clients in more than 25 countries around the world. Their cost management group is one of the largest providers of cost estimating and management services in the U.S. Project experience includes the completion of more than 5,000 assignments in support of architects, engineers owners, and others. Specifically, Cumming has completed more than 400 projects for city- and county-operated facilities. Additionally, Cumming has a ten-year relationship with HOK Architects, including providing cost management services for the Adelanto Detention Center program. Cumming has also provided cost estimating for the new Modesto Courthouse, the Stanislaus County Jail Expansion, and the Stanislaus County CPAVVMR Relocation.



AVS ENGINEERS - SECURITY ELECTRONICS

AVS Engineers, Inc. specializes in the design and management of reliable security electronics, life safety, and low-voltage solutions for new and retrofitted facilities, focusing primarily on those for the criminal justice, law enforcement, court system and medical/mental health facilities within secure environments. More specifically, for the past 5 years, their team of experienced project managers, licensed engineers, and skilled designers have successfully provided top quality and responsive design and consulting services for 3 of the most recent correctional projects for the County of Stanislaus, including the Juvenile Hall Security Upgrades, the New Commitment Center and currently the Honor Farm Jail Housing Addition. AVS' project experience also includes participation with the HOK team in one of the biggest AB900 projects, the Adelanto Detention Center Expansion in San Bernardino. Their extensive experience with both management and facility staff in correctional facilities as well as government agencies will help them continue their commitment to Stanislaus County in providing top quality design and consulting services to make this project a successful one.



5.1.10 PROPOSED APPROACH



"I credit the unusual scenario of a government project being completed on time and within budget to the members of the HOK project team. Throughout the project for the five years we had continuity of staff from all members. There was no "re-inventing the wheel." Time was taken during the schematic design, design development and construction documents phases to ensure we were on track and within budget. ... We did not have any "surprises" at any phase. Meeting notes were disseminated timely. Formal requests for information were answered immediately. Schedules were met even if it took weekend and night work."

- Jim Marnack
 San Diego County
 Sheriff's Department

Top: East County Detention Center, Riverside
 Bottom: Richard E. Arnason Justice Center

The HOK Justice Team has structured our approach to "hit the ground running" on a clear path to meet the goal of providing a standards-compliant facility, conforming to "the operational, fire and life safety, and physical plant standards contained in Titles 15 and 24, California Code of Regulations (CCR)" in an operationally efficient and cost effective, REACT Center. The focus of this effort will be to get the building designed and built expeditiously, within the project schedule and to get the most value for the money expended.

KEY ASPECTS OF OUR APPROACH INCLUDE

- A structured approach to avoiding potential "rocks in the road" by engaging the client/user in all aspects of the design and construction process and promoting "partnering" and interactive decision-making. This includes setting up an on-going project team structure with the client, user group representatives, and ourselves. We will use a highly interactive client-consultant process to maintain quality communication and direction.
- **Focus on budget/cost early during the project.** Develop a clear understanding of what can be afforded and list potential trade-offs to maximize the County's budget.
- Organizing our team to get the most from their complimentary talents in terms of project management, final design, and construction, including a "core team" approach with our most experienced justice experts involved in daily management of this effort.
- A focused 45-Day "Project Quick Start" phase that will involve mobilization and intensive work to get the entire HOK project team oriented and on the right

track. The focus will be on understanding existing conditions, project intent and requirements, project program, and scope.

- Develop clear Criteria Documents (bridging documents) that define the important aspects of the County's needs. But, allow flexibility in the documents that bring out the best most efficient approach from Design Builders.
- Work with the County to develop a customized procurement plan. Design Build is most successful if the contractors are competing and bringing their most efficient construction techniques to the Project.

The qualifications and capabilities of our team are unsurpassed. The HOK Justice Team is committed to providing a management structure which systematically oversees the quality and progress of both the project and services provided. Our proposed management structure is designed to focus the expertise, experience and resources of all members of the project team on meeting the needs, goals, and interests of Stanislaus County and the Sheriff's Department.

A HIGHLY INTERACTIVE CLIENT/TEAM RELATIONSHIP

We believe the most significant opportunity posed by this project is helping the County and the Sheriff's Department accomplish a cost-effective expansion for the system. The HOK Justice Team also believes there is nothing more important than establishing and maintaining good interactive client/consultant communications on the project. **HOK and Stanislaus County have a great working relationship. However, we will not simply pick up where we left off.** We want to do better. At the kick-off meeting we would have a "lessons learned" agenda item to review



5.1.10 PROPOSED APPROACH

(CONTINUED)

what went wrong and what went right- then most importantly, what we should do moving forward.

Our role as architectural/engineering design consultants is to provide the information, ideas, creative energy, thinking, and work products to facilitate good decisions for the development of the REACT Center. HOK brings both national and local experience to this interactive process.

The HOK Team approach will be to utilize a Project Review Committee established by the County as an effective means to represent the range of interested parties and integrate them into the core decision-making group for this project. This should include representatives from Capital Projects and the Sheriff's Department.

The HOK Team will meet with the Project Review Committee every week for the duration of the project to present progress, solicit ideas and direction, and build consensus each step of the way. We view our role as bringing creative ideas, energy, and technical expertise to the County and collectively determining the best approach for the County.

Another key ingredient used to foster a highly interactive process with the client decision-makers are workshops with the Project Review Committee in which HOK will present information, encourage discussion of project issues, and solicit feedback. This workshop format will be used to present development options as well as expanded facility configuration options. With the Project Review Committee vested with the "policy-making" role, we will reinforce the highly interactive client/team process during the weekly meetings. We believe this approach will meld our technical expertise in this building type and the energy we will provide in exploring ideas and technical aspects that will bring the proposed improvement projects to life in an appropriate physical facility. We look forward

to the opportunity to contribute our technical experience and "best practices" for design and construction to move this project forward.

THE FIRST 45 DAYS

In order to meet the project schedule, it is essential for our team to mobilize and get up to speed as quickly as possible. Previously in similar projects, our approach has utilized intensive client/user group/project team interaction in the first few weeks of a project that we have called Project Quick Start. This gets all of our key personnel into the review, discussion, and understanding of the project intent and design/construction criteria to be met before we start trying to develop documents and/or start construction. We see the essential elements in this "phase" as:

- **Design Schedule**- HOK will present within 20 days of a signed Agreement a draft schedule for the design period, this can be adjusted (& probably will) as needed but we will commit to the critical dates. We understand the state has critical SB 1022 milestones and HOK will fully support the County to meet these dates.
- **Operational Program Design** - How is the facility intended to operate to achieve its program goals?
- **Site Conditions** - What are the inherent characteristics of the site that will impact design?
- **Standards/Codes/Regulatory Requirements** - What are the applicable standards, agencies, jurisdictions and their requirements? How will SB 1022 and AB 109 effect the decision making process?
- **Engineering Systems Analysis** - What are the basic system elements to be employed for the project and at what cost?
- **Construction Technology** - What are the initial assumptions for materials and methods of construction? How does that comport with our constructability experience?
- **Cost Control/Scheduling** - What are the initial cost assumptions and how can we fit those into an effective schedule and cost

model for the project?

By focusing intently in the first 45 days on understanding the underpinnings of the project, we can begin to contribute to effective means to carry this forward as expeditiously and effectively as possible.

COST EFFECTIVE & CREATIVE DESIGN

This project demands the highest standards in terms of design excellence in operations and architecture. The best way to "get more for the money" is through good design, followed by construction efficiency. The HOK Justice Team has built its record of success in developing unique solutions to complex problems by turning various constraints into opportunities. To truly accomplish a project design that is safe, secure, and responsive to user needs, a number of concepts must be generated and evaluated. There is no "off-the-shelf" solution that will meet the unique needs of the County and the REACT Center.

Ultimately, the primary objective of the design process is to successfully construct a new building that meets the needs of the County and Sheriff's Department, both now and in the long term. The key to this success is an approach to project organization and management which addresses the issues of quality, cost, and schedule control throughout the design and construction process.

The ability to consistently work out a reasonable budget target, then to design and produce buildings within that budget is of critical importance to the HOK Team.

Cost control is a discipline that cuts across all phases of a project. Our approach to cost control has resulted in a record of justice projects on or under budget over the past 15 years.

Effective cost control starts early, as does the ability to impact the projected cost of the facility. In the early stages, the amount of area to be built can be adjusted without major impacts on the overall budget. Through subsequent phases, the ability to impact the



5.1 TO PROPOSED APPROACH

(CONTINUED)



Top: CDCR San Quentin Central Health Services Building
Bottom: San Francisco Public Safety Building

budget is sharply reduced as more and more major decisions are made. The potential for the successful implementation of any project from a budgetary standpoint is a direct function of the interrelationship of three variables—funds available, area constructed, and the quality of construction. Recognizing that the funding/budget for this project is fixed and the County has specific needs for this project, the HOK Team will be tasked with focusing on the other variables of area and quality.

The initial 45-Day "Project Quick Start" or Basis of Design Report will be especially critical in validating the budget for the proposed project. During this phase, actions will include:

- Early definition of existing site conditions, environmental, and site development costs, which are typically less flexible elements than the program-driven portions of the project, particularly the environmental mitigation measures that may be required.
- Development of detailed space design criteria for all spaces in the project to define security, special requirements, materials and finishes, engineering criteria (e.g., lighting levels) early in the process rather than waiting until the Bridging Document phase. This information is a direct input to the development of the cost model.
- Development of a comprehensive cost model at the start of the project that will provide the tools for on-going cost analysis for the duration of the project. The cost model will be developed not only in terms of gross unit costs, but also in terms of unit costs and percentages of total cost for each of the major components or systems of the building. The cost model will be a critical design tool for the project as a guide in the evaluation and selection of major systems of the building during each phase of project development. Initially, the program/area basis by "system elements" will be

refined later in the process to incorporate materials/quantities and schedule (time durations).

- Use of a true "Value Engineering" approach to decision making in selecting design and construction alternatives, which includes evaluation of performance requirements, operational implications, and long-term operating costs as part of weighing "total costs" (capital construction plus operating costs) for each option.

The end result of the first phase sets the stage to develop targeted Criteria Documents (the Bridging Design Phase). In the Bridging Design Phase, our attention turns to basic construction types as well as defining the quality of the critical elements. We will determine, with the County, a range of appropriate materials, specifications and building systems. **We will define the quality requirements and in some cases the aesthetic requirements to allow the Design Build teams to compete for the most efficient use of the budget.** Collectively, we need to be flexible but clearly define the County's need. Our experience has exposed us to many of the most innovative and cost-effective materials and technologies in the market today. During this phase, actions will include:

- Core Team workshop with the client/user group representatives to explore construction technology strategies applicable to the project. While part of this focuses on the integration of security elements for this building type, it also gets into what phasing, construction technologies are needed to be effective for building in the proposed site area and to allow the most efficient construction process.
- Value Engineering that will consist of careful evaluation of options in terms of materials, systems, and construction techniques. By balancing long-term total costs, including operation and maintenance, with the initial capital cost, an informed decision can be made in terms



5.1.10 PROPOSED APPROACH

(CONTINUED)

of what is best for the project. As design decisions are made we will need to stay budget-disciplined (e.g. adding a more expensive security control console can be counter-balanced by a less expensive domestic hot water heating system). It takes this kind of intentional strategy to prevent “budget creep”.

- Presenting computer-generated models and “walkthroughs” of the project design to ensure that key decision-makers and user group representatives really understand what is being proposed. It is essential that we are budgeting for the right design.
- At the end of each phase we will present a probable cost of construction for client review, comment, and acceptance before proceeding into the next phase.

During the Construction Phase, the design team will primarily review the major design elements to confirm they are consistent with the Criteria Documents. During this phase, actions will include:

- Providing on-site field representation to ensure that the County maintains control of the construction process and coordination, scheduling of all work.
- Dedicating sufficient attention and resources to provide timely responses for Requests For Information (RFIs) and Shop Drawing Reviews. (Nothing is more aggravating to contractors than having to wait on information for them to complete material acquisition or work assignments.)
- What we call “Holding the Line”. This is an intentional strategy to hold everyone’s feet to the fire in terms of limiting substitutions by the contractors (if it wasn’t specified or one of the ‘or equals’, we don’t want it on the project) and in terms of limiting any user-group generated changes (if it doesn’t materially impact operational efficiency, we don’t want to make those changes either).

In summary, cost-effectiveness is achieved at all levels of the design process. As noted

above, cost is most critical at the outset of the project when the initial assessment is made regarding site, and electrical, mechanical and structural accommodation. The expertise of our technical team is critical at this juncture, as technical skill enables design and integrates vision with the practicalities of construction needs, budget and schedule. Each carefully executed detail and the integrity of the design is reliant on the technical translation of design intent into documentation and through construction. Modern construction technologies give us a large array of products to use. The most important test that these materials and technologies meet is their ability to perform and endure with a minimum amount of maintenance, even surpassing the life of the traditional structures they have been designed to replace.

When these criteria have been met, true value is added to the design solution. The process by which we have designed public buildings in the past has evolved and become even more complicated by the economics of our time. **Our Team is proud of the knowledge we have gained from past experiences, Stanislaus Projects 1, 2, and 3 are highlights, and our ability to synthesize that knowledge into true design value.**

Appropriate use of technology and security advances in electronic security technology have made more systems available for secure facility designers. HOK believes that the best technology happens when it is used appropriately. As an example, touch screen graphic control panels are becoming less expensive. There may be some appeal to control staff in the use of touch screen panels in lieu of the more traditional hard-wired graphic panel with buttons. The ultimate decision of the type of panel should consider the amount of controls and the availability of skilled maintenance staff. With alarms, door controls, CCTV, and other systems, the HOK Justice Team will focus on the basics: what needs to be controlled— and who will control

it? What needs to be monitored—and who will monitor it? What needs to be locked—and who will unlock it? All of this needs to be done in the context of a providing an appropriate security level for the population to be served—no more and no less.



5.1.11 PERFORMANCE CRITERIA

TEAM ORGANIZATION

The San Francisco office of HOK will provide Stanislaus County with a single source responsibility and accountability for the project. HOK will be assisted by the architecture firm, LDA Partners. Working under the overall direction and supervision of HOK, LDA will focus primarily on Room Data Sheets and on-site representation. HOK will add to the design team our in-house consultants for Structural, Electrical, and Landscape Architecture. Other sub-consultants to HOK include Sacramento-based plumbing/mechanical engineers: Capital Engineering Consultants; AVS Engineers for security electronics specialists, Isom Security Design & Consulting for detention, Cumming for cost estimating, and Associated Engineering Group for civil engineering. HOK has a long and successful history of collaboration with all of these firms.

All of our meetings with the Sheriff's Office and County representatives would be held in your offices which are a convenient 90 minutes from our San Francisco home base. Our leadership team will provide overall management leadership, technical guidance and detention expertise.

Management: HOK's Jeff Goodale will serve as Project Director and Principal in Charge. In this capacity he will attend and actively participate in all major client meetings, ensure that our team has all the resources needed, provide quality review and assurance and have ultimate accountability for the performance of the entire team. HOK's David Crotty will serve as Project Manager; as such he will be leader of the entire HOK/ sub-consultant team, intimately involved in all project details and serve as your day to day contact. This project will be his primary responsibility and David will be available to Stanislaus County at virtually all times.

Programming, Planning and Design: HOK's Bob Schwartz will be responsible for program verification, updating and further development as required. Alan Bright will be the project designer for all three projects and will work in close partnership with Bob to ensure that the facility functions as well as it is designed.

Project Architect: HOK's project Architect is Joseph O'Neill and he will be supported by LDA's Project Architect Eric Wohle.

Technology: The entire work effort will be completed in Revit using Building Information Modeling (BIM). This will enable the entire HOK team, the Sheriff's office and county leaders to have real time access to our team's progress and ensure that all individuals are working with the most up to date information. This can also provide 3D representations of all aspects of the building which will enable your staff to have a much clearer understanding of the progress and final drawings. It can also become a valuable staff training tool and building management vehicle.

Design/Planning Philosophy: We approach each justice project as an opportunity to serve the community in which we work. We begin by collaborating with our clients to determine the needs at hand as well as those of the future. Then, we further collaborate by bringing our clients' visions to life in support of space, organizational, and humanitarian objectives, resulting in facilities that serve the needs of the moment while retaining the flexibility to evolve.

We focus on "business driven solutions" that result in facilities that are achievable in terms of mission, operations and the environment. We recognize that cost of development of these facilities goes far beyond the initial capital costs and that optimizing long-term operational costs is a critical element in decision-making.

We bring to each project a design philosophy founded in the principles of "evidenced-based best practices," "managing for results," (measurement of performance), and adoption of "value-added" solutions. At the same time, while we recognize that the building must be in service of its mission and that form follows function, and function follows operations, we also recognize that just as important is creating **an architectural expression that reflects its civic purpose within Stanislaus County.**

Research: As a global leader in the design of buildings, complexes, and facilities related to the justice system, we continually invest in research that underpins all of our recommendations to clients. As leaders in the field, with experience on a wide range of projects and solutions, our role is not one of dictating a solution, but rather one of asking "what if" so that all possibilities are exhausted in working in collaboration with our clients in a mutual quest for excellence. Our goal is to help our clients visualize the future and then work with you to attain your vision.

Drawing on the total resources of the HOK Team, we provide integrated solutions to our client's needs that result in high-performance facilities that achieve a high standard of social, economic, and environmental sustainability worldwide.

Effective design, planning, and building engineering can help to achieve safer, more humane detention facilities. HOK's Team of master planners, architects, engineers, and environmental and economic planners support our clients through all phases of the design. We measure our success in the ultimate effectiveness of operations, programs, and services.

Operational Costs: Our planning, design and management professionals recognize the importance of operational considerations



5.1.11 PERFORMANCE CRITERIA

(CONTINUED)

in the planning, design and construction process. Over a 30 year life cycle of a detention or correctional facility, only 10% of total expenditures will be for cost related to capital development while 90% of the cost will be for staffing and operations. While we recognize our responsibility as steward of the public trust relative to meeting schedule and capital budget requirements, it is also incumbent upon us that we assist owners in reducing the long term cost of operations.

Today more than ever, in this changing era of economic pressure, scarcer resources and continued pressure for increased efficiency, the planning, design and delivery of new facilities must focus on functional and operational objectives in a quest to provide improved facilities at reduced operational cost. Finding operational improvements and reducing the need for additional staffing and spaces, is a crucial and integral part to planning facilities.

We work with our clients to understand how the system works today in terms of policy and procedure as a basis for establishing a vision for the future that impacts the overall criminal justice system in a cost-effective manner. Based on our experience on over 350 justice projects, we first ask “why” and “how” as a basis for defining the “what” related to the solution. Just as we design to a capital budget we work with our clients to establish a target staffing pattern and operational budget which is used to test alternative design solutions.

Innovation: We approach each project with a spirit of discovery and commitment to the development of innovative client specific solutions. We strive to understand the mission, culture, budget, schedule and vision of our clients and integrate this knowledge into the design process. We apply evidence based practices that have been proven to impact behavior. The quality of the environment—natural light, apparent density, casual observation, color, texture

and furnishings—impact the behavior of staff and inmates alike; thoughtful consideration of environmental design concepts can significantly alter historic behavior patterns. We are especially cognizant of the impact of the environment on staff who serve in effect longer sentences than many of the inmates: “eight or twelve hours at a time”. We believe that it is important to provide an environment that is supportive of their care and custody responsibilities in a workplace that they want to come to, thereby reducing operating costs associated with overtime, workman’s compensation claims and staff retention.

We have worked with our clients to introduce innovative solutions such as maximizing service delivery at the housing unit, video visiting/video court appearance, and tele-medicine.

TEAM BACKGROUND

For the REACT Center, we have assembled a team whose qualifications are unsurpassed.

- HOK is the world’s leader in detention and correctional facility planning, design and Management. We just completed Criteria Documents for the Stanislaus Public Safety Center Expansion. Project 1 included two 240-bed maximum security housing units, a 57-bed special use unit, and 15-bed clinic space (designed for future OSHPD licensing). Project 2 is a Day Reporting Center. Project 3 is an Administration Building and includes a large intake department. This facility is leading all counties for AB900 phase 2 projects and has become a model for other counties.
- Our experience includes over 350 major justice facilities with over 100 similar in size and complexity to your project. We are currently working on the two largest jail projects in California - the San Mateo County Maple Street Correctional Center, with an ultimate capacity of 832 beds and the Riverside East County Detention Center with an ultimate capacity of 1,500 beds. We have completed, or have in

- progress, six AB900 projects.
- Critical to the planning and design criteria for facilities of this size is delineating the logistics for inmate movement, service delivery, staff movement, attorney access and maintaining separation of various classifications.
- HOK offers a proven team of experience detention and correctional planning professionals and consultants. This team—both individuals and consultants have completed similar work for several California counties, and the states of California, Oregon, Washington, and Alaska.
- Our key team members have an average of 20 years of experience in working in the justice field. They have experience in planning and design of similar facilities, design/build criteria & design/build bridging and have acted as design professionals both for similar competitions and for design/build delivery. This experience will be an asset to Stanislaus County in developing packages that clearly establish an operational design intent that protects the County’s financial interests while allowing for creativity on the part of the shortlisted design/build teams.
- Our team members are experienced in dealing with the expansion of existing facilities and complexes. We have included program/construction management specialists to assist in developing criteria for construction logistics so that the day-to-day operations of the facility experience minimal impact during construction. As part of the design criteria we will develop a phasing plan that addresses demolition, utility relocation, project phasing and maintenance of operation during construction. Additionally, we will include design criteria related to the integration of existing and new systems and controls.
- We are cognizant of the critical schedule requirements inherent in this project relative to project financing and SB 1022.



5.1.11 PERFORMANCE CRITERIA

(CONTINUED)

We will meet your schedule requirements through rigorous project management, bi-weekly reporting on progress, developing work-around plans to avoid rocks-in-the-road and when necessary, draw on the comprehensive resources of HOK and our consultants to assure that our commitments to the County are met.

- Finally, we are committing this team of individuals to the success of your project. They are experienced working together, have a thorough knowledge of the building type, personal experience on similar recent projects and are ready to start work.

OBSTACLES

- Consensus building and management of the vast body of information inherent with a project of this complexity is a factor that can impact design and construction quality. Having been down this road on many similar assignments, we have developed the skillsets and tools necessary to properly organize, integrate, distribute and reconcile this information overload.
- Inexperience with SB 1022 projects could be quite problematic for high quality design and construction. **We are presently working on our sixth assignment that involves AB900 funding and are, therefore, fully up to speed on the complexity of funding, scheduling and regulations involved with SB 1022/AB 900 projects.**
- Through our recent project experience, we are also deeply immersed in the extraordinary programmatic, planning and design implications of realignment. In tandem with our clients, we now fully comprehend what CDCR/court mandates, long term incarceration, conditions of confinement and state programs will actually mean to county facility programming and design. We've learned that programs and planning assumptions, made just six months ago, might well require serious reevaluation.

- Having developed numerous detention bridging documents and having worked with numerous bridging documents to develop as part of design build teams, we are very sensitized to potential harm to the quality of design and construction. One danger is the lack of continuity between the bridging and D-B teams which can result in significant coordination issues. Therefore, we always suggest that the bridging team be retained to assist the client with document and construction review and oversight until final completion.
- Another potential risk is inaccurate/inadequate cost estimating by the bridging team. This can result in time consuming, costly and devastating value engineering (or even complete re-design) during the design-build phase. To mitigate this danger we have carefully selected a trusted cost estimator with proven experience on similar assignments. In addition, HOK's substantial experience with bridging documents has taught us what is required for successful estimating of partially complete documentation, where estimating oversights often occur and how to reconcile the delicate balance between cost, quality and quantity.

SCHEDULE ADHERENCE

Schedule adherence is a critical activity. Schedule becomes even more critical on state funded projects like the REACT Center. HOK has reviewed the County's schedule outlined in the RFP and is committed to meet or exceed that schedule.

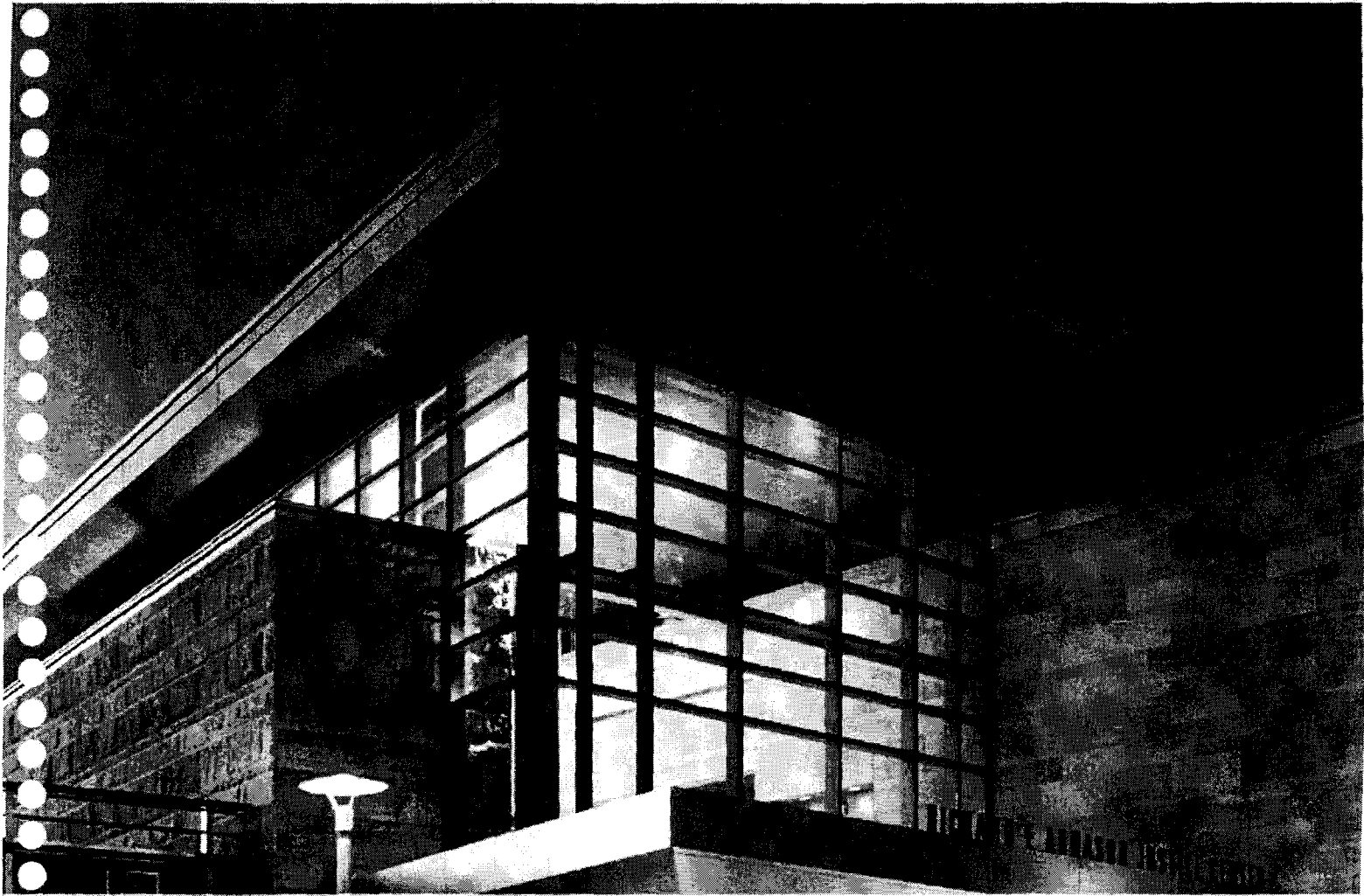
Periodic refinement and updating of the project schedule is a critical component of managing the schedule. This will be done monthly and shared with the client. Updating the schedule once a month at a minimum keeps the entire team (Owner, User and Designer) informed of exactly where the team is at in relationship to the established project schedule. The discipline enforced on the design team to hit the established milestones is critical in maintaining the overall project

schedule. Also the 45 day "quick start" noted above is a key element to maintaining the overall schedule. Getting started on the right path will have tremendous results in maintaining the overall project schedule.

Should an unforeseen event impact the schedule the Project Manager along with the County representative will immediately evaluate the impact and develop a "recovery schedule" that gets the project back on track with the overall project schedule. This recovery schedule could address the change in several ways; increase staffing, a change in an interim deliverable that does not impact the overall schedule, a temporary increase in work hours to "catch up", etc.

HOK understands the critical nature of the SB 1022 mandated schedule for the project and is committed to meet or exceed that schedule.

Provided on a separate DVD is our supplemental video material.



Section 3:
Response Forms



PROPOSAL AUTHORIZATION

NAME OF RESPONDENT HOK (Hellmuth, Obata & Kassabaum, Inc.)

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the County of Stanislaus for Bridging Architectural Services for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center ("RFQ/RFP") and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the respondent in all matters relating to this proposal submittal.

3. The Respondent has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing this RFQ/RFP described in Section 7 of the RFQ/RFP.

4. The Respondent grants the County a right to County to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The Respondent certifies that this Proposal is irrevocable until 120 days after its submission date.

6. By submitting a Proposal, the Respondent represents and warrants that, if it is selected by the County and signs a Professional Service Agreement for the Project:


a. It, its employees, agents, contractors, and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.

b. It shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing Services for this Project.

c. All Respondent Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, County, and municipal entities, relating to the Project.

d. The RFQ/RFP and Professional Services Agreement shall be governed by the laws of the State of California. The Respondent agrees to the jurisdiction and venue of the appropriate courts in the County of Stanislaus and the State of California.

7. Respondent agrees that all data and information provided by County or referred to in the RFQ/RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless County from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFQ/RFP. Respondent acknowledges that County expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFQ/RFP or any other written or oral communication transmitted or made available to interested parties, including any errors or omissions.

Signature: 

Print Name: Lynn Filar

Title: Management Principal

Date: July 16, 2014

ACKNOWLEDGMENT OF ADDENDUM FORM "ACKNOWLEDGMENT"

TO THE COUNTY OF STANISLAUS

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

HOK (Hellmuth, Obata & Kassabaum, Inc.)

(Firm/Company Name)

1. In submitting this Proposal, Proposer represents that the Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

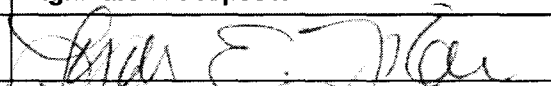

Addendum Number	Addendum Date	Signature of Proposer
Addendum No. 1	June 20, 2014	
Addendum No. 2	July 9, 2014	

Exhibit E

ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT HOK (Hellmuth, Obata & Kassabaum, Inc.)

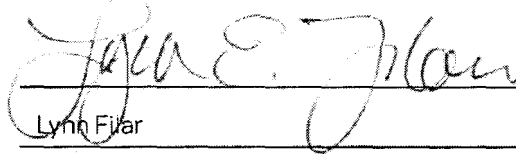
The above Respondent hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFQ/RFP as Exhibit D, or has attached proposed modifications to the form of Professional Services Agreement as an Addendum to this signed Acceptance.

[Respondent must check one of the following boxes, and complete if applicable]

Respondent's proposed modifications to the Professional Services Agreement are attached as Attachment[s] _____ **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFQ/RFP Section 3.1.

Respondent has no proposed modifications to the Professional Services Agreement.

Signature:



Print Name:

Lynn Filar

Title:

Management Principal

Date:

July 16, 2014



Section 4:
Discretionary Supplemental Materials



SECTION 4 DISCRETIONARY SUPPLEMENTAL MATERIALS

Included in this section are full resumes for our key team members for the purpose of providing additional key qualifications of our proposed team.



JEFF GOODALE

HOK | Project Director/Principal in Charge

Jeff Goodale is one of the firm's Directors in the justice sector and brings his expert knowledge of master planning, programming, and design for a variety of correctional centers, detention facilities and courthouses across county, state and federal jurisdictions. Jeff is recognized for his leadership and commitment to a team approach, where consensus building and mutual responsibility are key elements. His responsibilities include overall project leadership, client contact, establishment of architectural concepts, budget and schedule accountability, and review of construction documents. With previous experience as a Construction Manager, he offers a unique perspective on the role of the Architect for various delivery methods, including design/build. In addition, he is recognized as a leader in special needs facilities, particularly in medical and mental health, including intensive participation in the California Prison Receivership program in Sacramento over the last six years.

EDUCATION

University of Illinois, Urbana-Champaign
Bachelor of Science, Architecture Studies
1986

MEMBERSHIPS

American Correctional Association
American Jail Association
Academy of Architecture for Justice

PUBLICATIONS

Jeffrey B. Goodale, Dave Menzel, Glen Hodgson, "High-Tech Prisons: Latest Technologies Drive Cost Savings and Staff Efficiencies," *Corrections Today*, 7/2005

Jeffrey B. Goodale, Michael Brenchley, "Seven Keys to Cost Cutting Through Master Planning," *American Jails*, 1/2005

Jeffrey B. Goodale, "New Spaces for Special Needs Populations," *Corrections Forum*, July/August, 7/2004

Jeffrey B. Goodale, "Finding Cost Savings in Linking Design to Operations," *Corrections Today*, June, 6/2004

Jeffrey B. Goodale, Norm Dean, "Getting the Most From Design Build," *Corrections Technology & Management*, Spring, 5/2003

Jeffrey B. Goodale, "The Prison That Drugs Built: Illinois Designs a New Womens Prison for the New Reality," *Corrections Today*, 8/1/2002, 8/2002

Jeffrey B. Goodale, "A Clean Slate for Women and the Prison that Drugs Built," *Corrections Forum*, 7/1/2002, 2002

REPRESENTATIVE PROFESSIONAL EXPERIENCE

Stanislaus County Public Safety Center Expansion

Modesto, California
160,000 sq. ft.; 456 beds; \$95 million
Design of two 192-bed max security housing units; one 72-bed medical/mental health housing unit; health services space; security admin space; central control space; video visitation for inmates, as well as the programs/day reporting facility. LEED Gold anticipated.

San Mateo County Maple Street Correctional Facility

Redwood City, California
300,000 sq. ft.; 768 beds; \$165 million
Phase 1 of a 300,000 square-foot, 768 bed replacement facility. The \$165 million project includes a new direct supervision unit with program, visitation and system-wide kitchen facilities. LEED Gold anticipated

Mule Creek Infill Complex

Yuba, California
530,000 sq. ft.; 1,584 beds; \$330 million
A new level II complex with housing, related support buildings, and inmate rehabilitative programming space adjacent to existing CDCR prison facilities. LEED Silver anticipated.

CDCR CHCF Stockton, Phase I

Stockton, California
\$129 million, 144-acre site where a former California Youth Authority facility is being demolished

CDCR Dewitt Nelson Correctional Annex (Phase III)

Stockton, California
250,000 sq. ft.; \$123 million
New 550 bed housing unit which served outpatient psychiatric patients (EOP), as well as renovations to the existing facilities to house medical and mental health clinics. LEED Silver anticipated.

Stanton Adult Detention Facility Expansion

Fairfield, California
362 bed; 122,307 sq. ft.; \$65 million
Maximum security facility expansion
LEED Silver anticipated

Tulare County South County Adult Detention Facility

Porterville, California
500 bed, Type II detention facility with 14 specialty health beds; male and female medium to max security; Funded by AB900 Phase II Jail Construction Financing.
120,000 SF

East County Detention Center

Riverside, California
Principal for 460,000 sq. ft. Type II Detention Center to expand and replace an existing facility. The new building to include a net gain of 1,250 beds with support facilities in addition to replacing the 353 beds from the existing facility. Program also includes a 200,000 gsf parking structure.

300 Days

*experience prior to joining HOK



JEFF GOODALE

Jeffrey B. Goodale, Norman K. Dean,
"Drawing the Line," *Corrections Forum*,
7/1/2001, 7/2001

Jeffrey B. Goodale, "Security
Technology," in conjunction with Norm
Dean, PE, "Corrections Forum, January/
February 2000, 1/2000

Jeffrey B. Goodale, Norman K. Dean,
Norm Dean, PE, "Jails for the New
Millennium," *American Jails*, January
2000, 1/2000

SPEAKING ENGAGEMENTS

Jeffrey B. Goodale, "Design-Led Design
Build," American Correctional Association
(ACA) Congress of Correction, Phoenix,
Arizona, 1/10/2005

Jeffrey B. Goodale, "Design Track Detention/
Corrections Design," Fifth International
Conference on Justice Design, Chicago,
Illinois, 10/27/2004

Jeffrey B. Goodale, "Designing and Building
State-of-the-Art Detention and Corrections
Facilities," Chicago Cultural Center,
International Visitor's Center of Chicago,
August 23, 2004

Jeffrey B. Goodale, "Instructor,
Architecture History," Illinois Central College,
Peoria/ East Peoria, Illinois, 1994

Adelanto Detention Center
Adelanto, California
Responsible for bidding issues for 1,300
bed multi-story facility for San Bernardino
County. The \$120 million project includes
three housing pods, booking facility and
renovation of the existing facility.

**California Prison Receivership
Healthcare Facilities**
California
Design principal for 10,000 medical and
mental health beds, overall program and
site specific design/ build implementation
at a northern California site. Involvement
includes planning, programming,
logistics and documentation for program
implementation. Responsible for meeting
square footage, cost and schedule goals.
Project was conducted in a Lean and IPD
(Integrated Project Delivery) structure.
Design Build

◆ **California Department of Corrections
and Rehabilitation, 16,000-bed Infill
Programming***
Delano, California
Principal and senior programmer for CDCR's
AB900 program to provide 16,000 multiple
classification beds throughout various sites.
As part of the first selected architecture
firm, wrote the program documents for all
of the new beds, including housing, support,
substance abuse treatment and all other
programs. Thirty-three sites were selected
for these beds, the first 1,000 Level 2 to be
located at Delano, Kern Valley. Included with
the program documents were criteria plans
for all architecture firms to use as prototypes
at all sites.

Indianapolis Justice Center
Indianapolis, Indiana
Multiple facility, 1.3 million sq. ft. complex
for Indianapolis/ Marion County, Indiana,
including a new 3,500 detention facility,
750 bed community corrections center,
30 courtroom courthouse, sheriff's

◆ **LEED Certified**

*experience prior to joining HOK

headquarters, law office building and
parking facilities. HOK acted as owner's
representative, programmer, planner, criteria
documents.

**Douglas County Adult Detention and Law
Enforcement Center**
Douglasville, Georgia
Detention Programmer/Planner for new
500,000 sq. ft. county detention center
and law enforcement facility on a 36-acre
site that is master planned for 600,000 sq.
ft. of future county office space along with
associated parking for 2400 cars.

CDCR CHCF Stockton, Phase I
Stockton, California
Principal for Phase I for the Correctional
Health Care Facility. With an estimated cost
of \$129 million, the first phase includes
preparation of the 144-acre site where a
former California Youth Authority facility is
being demolished. Items include design and
construction of a heating and cooling plant,
a lethal electric fence, materials warehouse,
communications building, armory and
parking lot. Design Build.

**CDCR CHCF Stockton, Phase II
Design Competition**
Stockton, California
Principal for Phase II design-build
competition for \$512 million project. Phase II
consists of 33 buildings, including prisoner
housing, common areas, maintenance
building and worker housing. Design Build



DAVID CROTTY, AIA, LEED® AP BD+C
 HOK | Project Manager

Mr. Crotty has a depth of technical and design experience from over 17 years practicing architecture in the Bay Area. His body of work includes complex public and commercial buildings such as prisons, hospitals, laboratories, and transportation facilities. His projects are renowned for scrupulous attention to detail and for exacting multi-disciplinary coordination. His buildings have received widespread acclaim including multiple awards from industry associations.

REPRESENTATIVE PROFESSIONAL EXPERIENCE

EDUCATION

Tulane University,
 Master of Architecture

The College of William and Mary,
 Bachelor of Economics, Minor in Studio Art

PROFESSIONAL REGISTRATIONS

Architect: California #29807
 LEED® Accredited Design Professional

MEMBERSHIPS

American Institute of Architects
 Academy of Architecture for Justice
 California State Sheriffs' Association

AWARDS

SAN Quentin Health Services Building
 AIA/AAJ Justice Facilities Review - Merit
 Award, 2010

**Stanislaus County Public Safety Center
 Expansion**

Modesto, California
 160,000 sq. ft.; 456 beds; \$95 million
 Design of two 192-bed max security housing units; one 72-bed medical/mental health housing unit; health services space; security admin space; central control space; video visitation for inmates, as well as the programs/day reporting facility. LEED Gold anticipated.

**CDCR Dewitt Nelson Correctional Annex
 (Phase III)**

Stockton, California
 250,000 sq. ft.; \$123 million
 New 550 bed housing unit which served outpatient psychiatric patients (EOP), as well as renovations to the existing facilities to house medical and mental health clinics. LEED Silver anticipated.

Mule Creek Infill Complex
lone, California

530,000 sq. ft.; 1,584 beds; \$330 million
 A new level II complex with housing, related support buildings, and inmate rehabilitative programming space adjacent to existing CDCR prison facilities. LEED Silver anticipated.

**San Mateo County Replacement
 Correctional Facility**

Redwood City, California
 300,000 sq. ft.; 768 beds; \$165 million
 Phase 1 of a 300,000 square-foot, 768 bed replacement facility. The \$165 million project includes a new direct supervision unit with program, visitation and system-wide kitchen facilities. LEED Gold anticipated

**San Quentin State Prison, Central Health
 Services Building**

San Quentin, California
 132,000 sq. ft.; \$100 million
 Five-story state prison and leading healthcare correctional facility
 LEED NC v2.2 Gold

**San Quentin State Prison, Condemned
 Inmate Complex**

San Quentin, California
 600,000 sq. ft.; 1,440 beds; \$220 million
 Eight maximum-security housing units, support facilities, visiting areas, clinical and medical services, complex control, and a fully licensed Correctional Treatment Center

**Stanton Adult Detention Facility
 Expansion**

Fairfield, California
 122,307 sq. ft.; 365 beds; \$65 million
 Maximum security facility expansion
 LEED Silver anticipated

**Claybank Adult Detention Facility Security
 Electronics Upgrade**

Fairfield, California
 102,000 sq. ft.

**Sonoma County Detention Center
 Expansion Study**

Santa Rosa, California
 864 bed addition with new intake/release, kitchen and CTC.

Sonoma County Probation Camp

Santa Rosa, California
 Feasibility study. 10,000 sq. ft., estimated cost \$13.3 million

© LEED Certified
 *experience prior to joining HOK



DAVID CROTTY, AIA, LEED® AP BD+C

CDCR CHCF Stockton, Phase I

Stockton, California

144-acre site; \$129 million

Preparation of the site of the former California Youth Authority facility being demolished.

New Doha International Airport, Mosque

Doha, Qatar

588,000 sq. m.

*** National Oceanic & Atmospheric Administration (NOAA) Pacific Region**

Pearl Harbor, Hawaii

Adaptive reuse of two historic hangars; and new 400,000 sq. ft. of construction linking the two hangars. LEED Gold anticipated

University of California Davis, Contained Research Facility*

Davis, California

\$10.3 million, 24,000 sq. ft., provides natural research conditions in a highly secure, biologically contained environment: Bio-Safety Level (BSL) 2 and 3 labs, growth chambers

Kings College, Cornwall House*

London, England

20,000 sq. m., £30 million, adaptive reuse of historic warehouse into a medical research and teaching center

Kaiser Permanente, Santa Clara Medical Center*

Santa Clara, California

1,200,000 sq. ft., \$374 million

Phased construction; comprehensive range of inpatient and outpatient services in three building complex, connected by pedestrian bridges

Mercy Cancer Center*

Merced, California

13,000 sq. ft., \$2.9 million, includes three primary program components: radiation oncology, medical oncology infusion, and outpatient clinics, as well as a resource center for public education and research



ROBERT W. SCHWARTZ, FAIA, NCARB, LEED AP

HOK | Detention Planner & Programmer

Bob is a justice programmer and planner and is a thought leader in HOK's Justice practice. Through careful listening and thorough knowledge of planning, accessibility, security, sustainability and technology concepts and standards, he has developed detention and correctional facilities which go "outside the box" to fulfill his client's unique ideals. Twenty-two of Bob's past projects have been recognized by the American Institute of Architects for design excellence in their annual Justice Facilities Review. Bob has completed more than 45 major correctional and detention facility projects.

EDUCATION

Washington University
 Master of Architecture and Urban Design

University of Illinois-Chicago
 Bachelor of Architecture,
 Honors with Highest Distinction in Design
 AIA School Medal

PROFESSIONAL REGISTRATIONS

Architect: Illinois #001009279
 Certificate NCARB
 LEED® Accredited Professional

MEMBERSHIPS

American Institute of Architects
 American Correctional Association
 National Center for State Courts

REPRESENTATIVE PROFESSIONAL EXPERIENCE

**Stanislaus County Public Safety Center
 Expansion**

Modesto, California
 160,000 sq. ft.; 456 beds; \$95 million
 Design of two 192-bed max security housing units; one 72-bed medical/mental health housing unit; health services space; security admin space; central control space; video visitation for inmates, as well as the programs/day reporting facility. LEED Gold anticipated.

*** San Mateo County Maple Street
 Correctional Facility**

Redwood City, California
 300,000 sq. ft.; 768 beds; \$165 million
 Phase 1 of a 300,000 square-foot, 768 bed replacement facility. The \$165 million project includes a new direct supervision unit with program, visitation and system-wide kitchen facilities. LEED Gold anticipated

**Tulare County South County Adult
 Detention Facility**

Porterville, California
 500 bed, Type II detention facility with 14 specialty health beds; male and female medium to max security; Funded by AB900 Phase II Jail Construction Financing.
 120,000 SF

*** Alameda County Juvenile Justice Center**

San Leandro, California
 379,000 sq. ft.; 5 courtrooms; 360 beds; \$125 million
 New justice center with 5 courtrooms and youth detention facility; Design-build
 LEED NC Gold

East County Detention Center

Riverside, California
 Principal for 460,000 sq. ft. Type II Detention Center to expand and replace an existing facility. The new building to include a net gain of 1,250 beds with support facilities in addition to replacing the 353 beds from the existing facility. Program also includes a 200,000 gsf parking structure.

*** Los Angeles Metro Detention Center**

Los Angeles, California
 Type I, 512 bed Jail located in the downtown Civic Center. Facility contains intake/release functions, video arraignment and property division/storage facility. LEED® Silver; \$48 million, 179,000 sq. ft.

*** Coyote Ridge Corrections Center**

Connell, Washington
 Design Build bridging documents for 564,000 sq. ft., 2,048 bed facility, \$127 million, LEED Silver

Nye County Jail

Pahrump, Nevada
 Completed 2012 - New 54,000 SF 224 bed detention center on tight site between existing courthouse and jail, support core and expansion capability for 448 beds.

Clackamas County Jail

Clackamas, Oregon
 2008 - Design Build competition for new 813 bed direct supervision detention center at County's Red Soils Campus. HOK/Hoffman Team selected for project, not constructed.

* LEED® Certified
 * experience prior to joining HOK



ROBERT W. SCHWARTZ, FAIA, NCARB, LEED AP

Kent County Correctional Replacement

Grand Rapids, Michigan

Completed 2012 - Planner and designer for 408 bed addition plus reuse of existing space for 192 dormitory beds, rear service chase, direct supervision, single, double, dormitory and 8-man cells, CM at Risk

Oklahoma County Adult Detention Center Master Plan

Oklahoma City, Oklahoma

2010 - Programming and master planning for 2,866 bed facility, comparison of all new vs. new and renovation in preparation for sales tax initiative

Fulton County Jail Complex Master Plan

Atlanta, Georgia

2008 - Planner and designer for expansion of existing 1,300 bed facility by 3,200 beds.

Robert A. Christensen

Justice Center

Douglas County,

Castle Rock, Colorado

Three stories, 450,000 sq. ft., 300 original beds, 300 expansion

Midland County Jail

Midland, Michigan

Completed 2009 - Planner and designer for 250 bed expandable to 400, video visitation and arraignment, geothermal, daylight harvesting, CM at Risk

Johnson County New Century Adult Detention Facility

New Century, Kansas

Programmer, planner and designer for 554 bed expansion, 3 housing levels, includes segregation, maximum security, special needs and medium/minimum housing, borrowed light, rear service chase, direct supervision - CM at Risk

Travis County Correctional Center

Austin, Texas

Freestanding 233,000 sq. ft., 1,334-bed building

Northwest Detention Center

Tacoma, Washington

Design-Build bridging documents for new facility for the US Immigration and Naturalization Service, beds for 500 detainees from minimum to maximum security

West County Detention Center

Palm Beach County, Belle Glade, Florida

Completed 2012 - planner for 600 bed expansion of existing detention center, new courts and law enforcement facility, new juvenile training center, redevelopment of existing facilities, CM at Risk

Washtenaw County Law Enforcement Center

Ann Arbor, Michigan

Courthouse, new inmate processing center, 112 beds in 78,300 sq. ft.

Gwinnett County Detention Center

Renovation and Expansion

Lawrenceville, Georgia

Completed 2006, Phase one 1,440 direct supervision bed expansion to 1,200 bed facility including, support core for 4,100 beds, 4 magistrate courts, expanded intake center, new laundry and medical clinic and infirmary, CM at Risk

Dawson County Jail Expansion

Dawsonville, Georgia

Completed 2007 - Programming of jail renovation and 50,000 SF expansion providing 192 beds, a medical clinic and infirmary, kitchen, laundry and central booking facility.

St. Louis City Justice Center

St. Louis, Missouri

Completed 2003 - Planner and designer for new 800 bed downtown civic district, direct supervision detention center utilizing borrowed light and rear service chase, attached by bridge to criminal courthouse, design/bid-build.



ALAN BRIGHT, FAIA, LEED® AP
 HOK | Project Designer

With over 30 years of architectural experience, Mr. Bright is responsible for many of HOK's most progressive and innovative justice facility designs, including detention facilities, correctional facilities, courts, and sheriffs' operations centers and forensic laboratories. He is highly experienced with the complexities inherent in the design of detention facilities. His collaborative and integrated design process with the client and consultants has led to some of the country's next generation in justice facilities.

Alan has successfully and simultaneously worked with multiple agencies such as the sheriff's department, public works, community interests groups, and environmental agencies. His designs have not only been embraced by the community, but have led to the next generation of functional, sustainable and aesthetic architectural design in justice facilities.

EDUCATION

University of Oregon
 Bachelor of Architecture

Southern California Institute of Architecture

PROFESSIONAL REGISTRATIONS

Architect: California #18019
 LEED® Accredited Design Professional

MEMBERSHIPS

American Institute of Architects

SPEAKING ENGAGEMENTS

Courthouse Design, 2005, *State of California, Administrative Office of the Courts*

Stanford University, *College of Environmental Design 2003 through 2005*

Green Building Design, televised series, 2004, *San Mateo County RecycleWorks*

AWARDS

San Quentin State Prison Central Health Services Building, AIA Justice Facilities Review, Merit Award, 2010

Alameda County Juvenile Justice Center NCSC Retrospective, 2010

Richard E. Arnason Justice Center NCSC Retrospective, 2010

REPRESENTATIVE PROFESSIONAL EXPERIENCE

Stanislaus County Public Safety Center Expansion

Modesto, California
 160,000 sq. ft.; 456 beds; \$95 million
 Design of two 192-bed max security housing units; one 72-bed medical/mental health housing unit; health services space; security admin space; central control space; video visitation for inmates, as well as the programs/day reporting facility. LEED Gold anticipated.

☛ **San Mateo County Maple Street Correctional Center**

Redwood City, California
 260,000 sq. ft.; 576 beds; \$125 million
 Phase 1 of a replacement facility. Includes a new direct supervision unit with program, visitation and system-wide kitchen facilities
 LEED Gold anticipated

☛ **Stanton Adult Detention Facility Expansion**

Fairfield, California
 122,307 sq. ft.; 365 beds; \$65 million
 Maximum security facility expansion
 LEED Silver anticipated

☛ **San Quentin State Prison, Central Health Services Building**

San Quentin, California
 132,000 sq. ft.; \$100 million
 Five-story state prison and leading healthcare correctional facility. LEED NC v2.2 Gold

Tulare County South County Adult Detention Facility

Porterville, California
 500 bed, Type II detention facility with 14 specialty health beds; male and female medium to max security; Funded by AB900 Phase II Jail Construction Financing.
 120,000 SF

☛ **CDCR Dewitt Nelson Correctional Annex (Phase III)**

Stockton, California
 250,000 sq. ft.; \$123 million
 New 550 bed housing unit which served outpatient psychiatric patients (EOP), as well as renovations to the existing facilities to house medical and mental health clinics.
 LEED Silver anticipated.

Sonoma Detention Facility Expansion Masterplan

Santo Rosa, California
 502 beds; sheriff's HQ; courts and coroner's facilities

☛ **Mule Creek Infill Complex**

Ione, California
 530,000 sq. ft.; 1,584 beds; \$330 million
 A new level II complex with housing, related support buildings, and inmate rehabilitative programming space adjacent to existing CDCR prison facilities. LEED Silver anticipated.



ALAN BRIGHT, FAIA, LEED® AP

Federal Detention Center

Honolulu, Hawaii

340,000 sq. ft.; 768 beds

Highrise detention center

San Mateo County Sheriff's Forensic Lab
& Coroner's Office

Redwood City, California

29,000 sq. ft.; \$12.4 million

Forensic lab, coroner's office

Alameda County Juvenile Justice Center

San Leandro, California

379,000 sq. ft.; 5 courtrooms; 360 beds;

\$125 million

New justice center with 5 courtrooms and
youth detention facility; Design-build

LEED NC Gold

Pierce County Justice Center

Tacoma, Washington

1,000 beds; \$29.8 million

Detention center programming, planning and
design; includes structured parking; direct
supervision; includes renovation of existing
facility

East Contra Costa County

Richard E. Arnason Justice Center

Pittsburg, California

71,600 sq. ft.; 7 courts; \$41.6 million

New three-story courthouse; seven

courtrooms expandable to ten

LEED Silver

East Multnomah County Courthouse

Gresham, Oregon

36,800 sq. ft.; 4 courtrooms; \$13 million

Four courtrooms with an additional space
used for jury assembly, with separate public
and judge/staff circulation

Monterey County Courthouse

Salinas, California

Complete remodel of existing 98,000 sq. ft.
courthouse with 11 courtrooms

King County Regional Justice Center

Kent, Washington

810,000 sq. ft.; 23 courtrooms; 1300 beds;

\$108 million

Contains courts, a major regional intake/
release facility, detention space and related
community services; midrise

Sacramento Criminal Courthouse

Programming and Concept Design

Sacramento, California

40 courtrooms; 400,000 sq. ft.

Phoenix Municipal Courthouse

Phoenix, Arizona

360,000 sq. ft.; 40 courtrooms; \$45 million

40 municipal courts; midrise building in

downtown location; fast track

San Francisco Hall of Justice

San Francisco, California

130,807 sq. ft.; 19 courtrooms;

\$22 million

Superior courthouse, sheriff's detention
facility, court-related offices, police
headquarters, and the medical examiner's
office/lab

San Joaquin County Superior Courthouse

Lodi, California

7,648 sq. ft.; one courtroom;

\$2.6 million

Courtroom and judicial full service
courthouse located on second floor of an
existing law enforcement facility

State of Utah Consolidated Courthouse

Scott M. Matheson Courthouse

Salt Lake City, Utah

685,000 sq. ft.; 38 courts; \$68.2 million

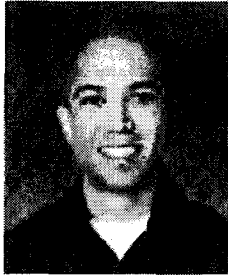
Included State Supreme Appellate Court;
superior, juvenile, magistrate courts, 200

holding cells; CM/GC, G-MP; Design-build;

Fast-track

LEED® Certified

*experience prior to joining HOK



JOSEPH O'NEILL, AIA, LEED® GA
 HOK | Project Architect

Joseph has a depth of technical and design experience from over 13 years practicing architecture in the Bay Area. His body of work includes justice centers, prisons, hospitals, and high rise buildings. As project architect, Joseph will manage the development of the contract documents, implement the owner's design issues, manage cost and time schedules and be an on-site representative during the construction phase. He will also facilitate coordination between the design team, the general contractor and the client.

EDUCATION

California Polytechnic State University,
 San Luis Obispo
 Bachelor of Architecture

PROFESSIONAL REGISTRATIONS

Architect: California #C30581
 LEED Green Associate

MEMBERSHIPS

American Institute of Architects

AWARDS

- Oregon State Hospital
 - AIA Portland, 2030 Design Award, Honorable Mention, 2012
 - Construction Management Association of America, Project Achievement Award, New Construction over \$100 million, 2012
 - Masonry & Ceramic Tile Institute, Hammurabi Award of Honor, 2012

Alameda County Juvenile Justice Center

- NCSC Retrospective, 2010
- AIA/AJ Justice Facilities Review Award, 2008
- California Environmental Protection Agency, "Governor's Environmental and Economic Leadership Award," Sustainable Practices or Facilities, 2008
- CMAA Northern California Chapter "Project of the Year Award," 2008
- Cemex US Building Awards "Sustainability" and Institutional/Industrial" awards, 2008
- Environmental Design + Construction "Excellence in Design - Government Building Category Winner," 2008
- Precast/Prestressed Concrete Institute (PCI) Design Award "Best Justice Facility -Category: Justice Facilities & Courthouses," 2008
- California Construction Magazine "Best of 2007" Merit Award winner

REPRESENTATIVE PROFESSIONAL EXPERIENCE

Stanislaus County Public Safety Center Expansion

Modesto, California
 160,000 sq. ft.; 456 beds; \$95 million
 Design of two 192-bed max security housing units; one 72-bed medical/mental health housing unit; health services space; security admin space; central control space; video visitation for inmates, as well as the programs/day reporting facility. LEED Gold anticipated.

↳ **CDCR Dewitt Nelson Correctional Annex (Phase III)**

Stockton, California
 250,000 sq. ft.; \$123 million
 New 550 bed housing unit which served outpatient psychiatric patients (EOP), as well as renovations to the existing facilities to house medical and mental health clinics. LEED Silver anticipated.

↳ **Mule Creek Infill Complex**

lone, California
 530,000 sq. ft.; 1,584 beds; \$330 million
 A new level II complex with housing, related support buildings, and inmate rehabilitative programming space adjacent to existing CDCR prison facilities. LEED Silver anticipated.

↳ **Alameda County Juvenile Justice Center**

San Leandro, California
 379,000 sq. ft.; 5 courtrooms; 360 beds; \$125 million
 New justice center with 5 courtrooms and youth detention facility; Design-build
 LEED NC Gold

San Quentin State Prison, Condemned Inmate Complex

San Quentin, California
 600,000 sq. ft.; 1,440 beds; \$220 million
 Eight maximum-security housing units, support facilities, visiting areas, clinical and medical services, complex control, and a fully licensed Correctional Treatment Center

↳ **California State Teachers' Retirement System (CalSTRS) Headquarters**

West Sacramento, California
 600,000 sq. ft.

Hamad International Airport (Formerly New Doha International Airport)

Doha, Qatar
 6,500,000 sq. ft. of enclosed space for a new passenger terminal that is being built on re-claimed land adjacent to the Arabian Gulf. HOK is designing a 20,000 sq. ft. public mosque, 3,100-car parking garage with adjacent 32,000 sq. ft. ground transportation building, two central utility plants totaling approximately 70,000 sq. ft., and a 710,000 sq. ft. state-of-the-art flight catering facility.

↳ **Kaiser Permanente Redwood City Replacement Hospital**

Redwood City, California
 280,000 sq. ft., 149 beds; \$220 million
 New 149-bed acute care replacement hospital consisting of two bed towers (pavilions). LEED Silver anticipated.



CLAIRE S. MOORE, SE, PE, LEED AP

HOK | Senior Project Structural Engineer

Claire Moore brings more than 13 years of experience in structural engineering design and project management. Her technical expertise encompasses both linear and nonlinear analysis, seismic evaluations and retrofits, structural design in all major construction materials, and BIM modeling. She is recognized for her proven leadership and project management skills and the ability to communicate complex structural solutions. She brings a demonstrated track record of successful delivery of projects on budget and on schedule.

EDUCATION

University of California, Berkeley
Master of Science, Structural Engineering

University of California, Berkeley
Bachelor of Science, Civil Engineering

PROFESSIONAL REGISTRATIONS

Structural Engineer: California (#S5134),
Utah

Professional Engineer (Civil): California
(#C66117)

LEED Accredited Professional

MEMBERSHIPS

Structural Engineers Association of Northern
California (SEACNC)

REPRESENTATIVE PROFESSIONAL EXPERIENCE

California Administrative Office of the Courts, Sutter County Courthouse*

Yuba City, California

Project Manager for the new 70,000 SF, 7-court courthouse. As Project Manager from the concept phase through construction documents, directed a team of engineers, developed the structural scheme, coordinated with the design team and managed the BIM modeling. LEED Certified.

Fresno County Courthouse*

Fresno, California

Project Manager. This 8-story, 214,000 SF courthouse is comprised of 24 courtrooms, offices, mechanical penthouse and 2 basement levels. The project involved a seismic evaluation and development of a conceptual retrofit schema. Oversaw building nonlinear analysis; assisted in retrofit concept and detail development; and created BIM model of the existing structure.

Salt Lake City International Airport Terminal Modernization Program

Salt Lake City, Utah

Senior Project Structural Engineer for the terminal redevelopment, including over 3 million SF of new facilities.

Stanford School of Medicine, Li Ka-Shing Center for Learning & Knowledge*

Stanford, California

Engineering Project Manager for this 21st century facility with 350-seat auditorium, digital library and Center for Simulation-based Learning. Performed all design and document preparation for the 4 permit packages during SD and DD. Managed a team of engineers and drafters to complete construction documents and saw project through construction.

Sutter Health, Anderson Lucchetti Women's and Children's Hospital*

Sacramento, California

Project Engineer for this new 395,000 SF, nine-story hospital. Significantly contributed to a successful OSHPD permit review process.

Santa Clara Valley Medical Center Hospital Replacement Bed Building*

San Jose, California

Interim Project Manager responsible for shepherding several new construction packages through various stages.

Laguna Honda Hospital*

San Francisco, California

Project Engineer for this new 1200-bed hospital. Performed analysis and design of the foundations, including preparation of calculations for CSHPD permit submittal.

University of California, Berkeley Boalt Law School Expansion & Infill*

Berkeley, California

Engineering Project Manager & Structural Engineer for this 3-story, 50,000 SF addition constructed primarily below-grade. Designed to meet LEED Gold standards. Managed a team of engineers and drafters to complete the design. Continued on the project through construction.

The Buck Institute for Research on Aging*

Novato, California

3-story, 60,000 SF addition containing wet lab space, offices, library, meeting rooms and cafeteria. Provided engineering, coordination and detailing of support structure.

Catholic Healthcare West Mercy San Juan Medical Center New Patient Tower*

Carmichael, California



DANIEL HUANG, PE, LEED GA

HOK | Project Electrical Engineer

Daniel Huang is an electrical engineer with experience in design of electrical systems for both new construction and renovation, including detention centers and correctional facilities. He has designed site and building electrical infrastructure for low and medium voltage power, signals, lighting, and fire alarm systems, specifically with respect to electrical equipment sizing and selection, room layouts, and circuiting.

EDUCATION

University of Southern California
 Master of Science, Electrical Engineering
 (Electric Power)

University of California, Irvine
 Bachelor of Science, Electrical Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer (Electrical): State of California (Certification No. E 19871)

LEED Green Associate

MEMBERSHIPS

IEEE Power and Energy Society

REPRESENTATIVE PROFESSIONAL EXPERIENCE

San Mateo County Maple Street Correctional Facility

Redwood City, California
 Electrical engineering for Phase 1 of a 300,000 SF, 768 bed replacement facility. The \$165 million project includes a new direct supervision unit with program, visitation and system-wide kitchen facilities. Design-Build. The support wing has 2 main floors and 1 mezzanine level. Major spaces in the support wing include intake, visitation, medical, laundry, staff service, transitional housing and food service areas. The building is designed for LEED Silver certification. The project includes a 4000A main switchboard for normal power service and one 1000kW generator for emergency power.

Stanton Adult Detention Facility Expansion

Fairfield, California
 Electrical Engineering for this 127,000 GSF facility with 365 beds. The housing wing has 2 main floors and 2 mezzanine levels. The support wing has 2 main floors. Major spaces in the support wing include intake, visitation, staff service, and laundry areas. Integrated existing 750kW PV array and allocated for future roof-mounted PV array. The project includes 2000A main service for normal power and one 750kW generator for emergency power. LEED Silver anticipated.

California State University, Channel Islands (CSUCI) North Hall & Madera Hall*

Camarillo, California
 Electrical Engineering for this multi-building project, which consisted of a new (3) three-story auditorium, office, and classroom building and renovations to an existing (2) two-story office and classroom building.

County of Riverside East County Detention Center

India, California
 Electrical Engineering for this 460,000 SF Type II Detention Center to expand and replace an existing facility. The new building will include a net gain of 1,250 beds with support facilities in addition to replacing the 353 beds from the existing facility. Program also includes a 200,000 GSF parking structure. Major spaces in the support wing include intake, visitation, medical, staff service and food service areas. The project includes four 1250kW generators with paralleling switchgear capable of serving the entire facility on emergency power.

Confidential Client Corporate Campus Renovation & Expansion

West Coast, United States
 Electrical Engineering for this corporate campus expansion and renovation, including two new office buildings, new garage, as well as renovation of several existing buildings on the campus. Renovations include a new kitchen and fitness center.

University of California, San Diego Biomedical Research Facility*

San Diego, California
 Electrical engineering for this 200,000 GSF building comprising 5-story lab and 7-story office building with a vivarium. Building is designed for LEED Platinum certification. Provided a 1500KVA, 12kV-480V double-ended substation for normal power. Provided a motorized shading and lighting system with automatic dimming at the lab bench areas. Provided digital lighting control system with capabilities to control and program lighting per fixture (ip addressable ballasts).



ERIC WOHLER, AIA, LEED® AP
LDA Partners | Project Architect

With more than 17 years experience in the field of architecture, Partner Eric Wohle offers clients the benefits of his solid background in public & correctional facility building design, public facility design, and construction management. Mr. Wohle also has extensive experience in design and construction document production for a wide range of project types. Due to Mr. Wohle's past experience working for public agencies, is able to troubleshoot projects from both the Client's and the user's point of view. He is particularly acute understanding the impacts of long term O & M costs relative to current and future project budgets.

EDUCATION

University of Washington
Bachelor of Arts: Design and Planning

University of New Mexico
Master of Architecture

PROFESSIONAL REGISTRATIONS

Registered Architect, California (C28388)
and Hawaii (AR-13396)

NCARB # 66415

LEED® Accredited Professional

MEMBERSHIPS

American Institute of Architects
Architectural Review Committee for the City
of Stockton
California Parks & Recreation Society

Mr. Wohle is the principal responsible for public project coordination and direction, design development preparation of construction documents, and construction administration. Mr. Wohle also has a keen sense of building materials and the design construction process as a whole having taught Materials and Methods of Construction and Blueprint Reading.

REPRESENTATIVE PROFESSIONAL EXPERIENCE

- California Department of Corrections & Rehabilitation, Stockton CHCF - Phase 1
- California Department of Corrections & Rehabilitation, Stockton CHCF - Phase 3
- County of Stanislaus, Public Safety Center - Project 1
- County of Stanislaus, Public Safety Center - Project 2
- County of Stanislaus, Public Safety Center - Project 3
- Department of Motor Vehicles, Tracy, California Department of General Services
- Department of Motor Vehicles, Stockton, California Department of General Services
- Caltrans, Stockton, California Department of General Service
- ATF & E - Western Administration Office - US Government
- Federal Bureau of Prisons, Western Regional Administration Office - US GSA
- Stockton Metropolitan Airport, Hold Room Expansion, County of San Joaquin
- Immigration & Customs Enforcement- Stockton - US GSA
- Stockton Parole Office, California Department of Corrections & Rehabilitation



RYAN CARREL, P.E.

Associated Engineering Group | Principal Civil Engineer

Ryan Carrel has over 20 years of Civil Engineering and project management experience and would serve as the Engineer of Record and Project Manager for the Public Safety Center REACT project. In his role as Project Manager, Mr. Carrel would be the single point of contact for all matters concerning the surveying and civil design of the project. Mr. Carrel is a Registered Professional Engineer in Civil Engineering and is certified as a Land Surveyor-in-Training. Mr. Carrel's expertise includes street and highway design, geometric layout, grading and drainage design, infrastructure design, hydraulics and hydrology, project oversight and client coordination.

EDUCATION

Purdue University
Bachelor of Science, Civil Engineering
Bachelor of Science, Land Surveying

PROFESSIONAL REGISTRATIONS

California Civil Engineer, No. C61619 (2001)

Certified Qualified SWPPP Developer (QSD)

Qualified SWPPP Practitioner (QSP)
Certificate No. 00619

MEMBERSHIPS

American Society of Civil Engineers
American Congress on Surveying and Mapping
National Society of Professional Engineers
Modesto Engineers Club

REPRESENTATIVE PROFESSIONAL EXPERIENCE

- Stanislaus County Capitol Projects
Stanislaus County Juvenile Hall Commitment Center | Modesto, CA
- Stanislaus County Capitol Projects
Stanislaus County Jail Barracks Replacement | Ceres, CA
- Stanislaus County Capitol Projects
Stanislaus County Public Safety Center Jail Expansion Projects 1, 2 and 3 | Ceres, CA
- Stanislaus County
Stanislaus County Sheriff's Dept. Annex (CALMET-HIDTA) | Stanislaus County, CA
- Stanislaus County
Sheriff's Dept. Salida Substation | Stanislaus County, CA
- Livermore - Pleasanton Fire Dept. / RRM Design Group
Livermore-Pleasanton Fire Station No. 4 | Pleasanton, CA
- Modesto Junior College
Science Community Center, West Campus | Modesto, CA
- Modesto Junior College
East Campus Student Services Center | Modesto, CA
- Memorial Hospitals Association
Memorial Hospital North Tower Project | Modesto, CA
- City of Modesto / Carollo
Modesto Wastewater Treatment Plant Expansion | Modesto, CA



KEVIN WADDELL, P.E.

Associated Engineering Group | Civil Project Manager and Sr. Designer

Mr. Waddell has over 38 years' experience in land planning, zoning, mapping, design, construction administration and surveying. He has been involved in numerous medical and correctional campus projects, residential subdivisions, commercial projects, ALTA surveys, site and building plans, demolition projects, field surveying, interpretation of field data, implementation of design criteria, design calculations, cost estimation, interaction with governmental agencies, and final design. Mr. Waddell also has extensive programming and design software experience.

EDUCATION

Various technical and engineering courses throughout career

REPRESENTATIVE PROFESSIONAL EXPERIENCE

- Stanislaus County Capitol Projects
Stanislaus County Juvenile Hall Commitment Center | Modesto, CA
- Stanislaus County Capitol Projects
Stanislaus County Jail Barracks Replacement | Ceres, CA
- Stanislaus County Capitol Projects
Stanislaus County Public Safety Center Jail Expansion Projects 1, 2 and 3 | Ceres, CA
- Stanislaus County
Stanislaus County Sheriff's Dept. Annex (CALMET-HIDTA) | Stanislaus County, CA
- Stanislaus County
Sheriff's Dept. Salida Substation | Stanislaus County, CA
- Livermore - Pleasanton Fire Dept. / RRM Design Group
Livermore-Pleasanton Fire Station No. 4 | Pleasanton, CA
- Modesto Junior College
Science Community Center, West Campus | Modesto, CA
- Modesto Junior College
East Campus Student Services Center | Modesto, CA
- Memorial Hospital's Association
Memorial Hospital North Tower Project | Modesto, CA
- City of Modesto / Carollo
Modesto Wastewater Treatment Plant Expansion | Modesto, CA



ANTHONY COLACCHIA, P.E.

Capital Engineering Consultants, Inc. | Principal Mechanical Engineer

Anthony, Principal and Team Leader of Capital's Civic and Criminal Justice team, graduated from California State Polytechnic University, San Luis Obispo and joined Capital in 1991. His professional background spans more than 23 years of progressive experience in sustainable mechanical design, energy conservation, complex mechanical systems, building management systems, fire protection and large built-up mechanical systems on a multitude of projects ranging primarily in government facilities, public safety buildings, treatment and detention centers to healthcare facilities.

EDUCATION

California State Polytechnic University, San Luis Obispo
Bachelor of Science, Mechanical Engineering

PROFESSIONAL REGISTRATIONS

Mechanical Engineer: California #M29743

MEMBERSHIPS

American Society of Heating, Refrigerating and Air-Conditioning Engineers

U.S. Green Building Council

Anthony provides the unique combination of extensive, recent and relevant criminal justice project experience as well as fast-track and large, multiphase project experience to the team. He is proficient in sustainable and energy efficient HVAC design, hydronic systems, prison and laboratory design. Anthony provides hands-on management for the mechanical engineering design team, supervision of documentation and engineering calculations, and general project administration.

REPRESENTATIVE PROFESSIONAL EXPERIENCE

- Stanislaus Public Safety Center Jail Expansion Project #1, Bridging Package, Modesto, CA
- Stanislaus Public Safety Center Jail Expansion Project #3, Bridging Package, Modesto, CA
- Stanislaus Superior Court, Mechanical Systems Building Assessment, Modesto, CA
- Stanislaus Hall of Records, Mechanical Systems Replacement Study, Modesto, CA
- Stanislaus Public Works Headquarters, Mechanical Services, Modesto, CA
- Imperial County Jail, Bridging Package, El Centro, CA
- Solano County Government Center, Bridging Package, Fairfield, CA
- Solano County Health and Social Services Building, Bridging Package, Fairfield, CA
- California Highway Patrol, Bridging Package, Bakersfield, CA
- California Highway Patrol, Bridging Package, Fresno, CA
- California Highway Patrol, Bridging Package, Grass Valley, CA
- Del Norte County Regional Airport, Bridging Package, Crescent City, CA



CLIFFORD C. ISOM

Isom Security Design & Consulting | Principal

Specializing in security design, Cliff has been responsible for the design and development of physical security systems for more than 80 justice facilities representing more than 90,000 beds and 65 courtrooms since 1987. He is a leading national expert in designing and specifying locking systems, detention hardware, detention hollow metal, security glazing and other physical barriers.

Cliff's typical project responsibilities include the establishment of security design requirements, the definition of materials to be used, the method of placement/anchorage and the determination of security zones/perimeters as well as the preparation, coordination and review of all security related contract documents as they relate to Detention and Builders Hardware, Detention Hollow Metal and Security Glazing. Working closely with the client, operating staff and project designers from the onset of the project ensures that the appropriate levels of security are integrated into the project.

REPRESENTATIVE PROFESSIONAL EXPERIENCE

EDUCATION

Stephen F. Austin State University
Bachelor of Arts and Applied Sciences

Detention Equipment and Hardware Training
School

Architectural Hardware Consultant School
(AHC)

PROFESSIONAL ACTIVITIES

ASTM F33-02 and 04 Active Member of
Subcommittees Writing National Standards
for: Detention Hardware, Security Glazing,
Detention Furnishings, Physical Barriers

Canvas Committee NAAMM (HMMA 863)
Detention Hollow Metal Guide Specifications

Canvas Committee NAAMM (HMMA 861)
Standard Hollow Metal Guide Specifications

Member American Correctional Association
(ACA)

Member American Jail Association (AJA)

Member Construction Specifications
Institute (CSI)

Published in several journals on security
related topics

**California Department of Corrections &
Rehabilitation (CDCR), Corcoran ASU EOP**
Project Manager/Physical Security/Hardware
Specialist
Corcoran, California

**California Department of Corrections,
Pelican Bay State Prison**
Physical Security/Hardware Specialist for a
2,048 bed maximum security prison for the
State of California
Crescent City, California

**Jefferson City Correctional Replacement
Facility**
Physical Security/Hardware Specialist for an
1800 bed replacement Prison for the State
of Missouri
Jefferson City, Missouri

**Federal Bureau of Prisons, Federal
Correctional Institute**
Bennettsville, South Carolina

**Federal Bureau of Prisons, Federal
Correctional Institute**
Herlong, California

**Federal Bureau of Prisons, Federal
Detention Center**
Honolulu, Hawaii

**Federal Bureau of Prisons, United States
Prison**
Atwater, California

**Federal Bureau of Prisons, United States
Prison**
Victorville, California

**Oklahoma State Penitentiary Maximum
Security Addition**
Physical Security Specialist. 200-cell,
392-bed maximum-security facility that
houses the States highest security inmate
classification, including death row.
McAlester, Oklahoma

**Texas Department of Criminal Justice
Hughes Unit**
Physical Security/Hardware Specialist
for this site adaptation of the 2,250-bed,
multi-classification, full-service, Michael Unit
correctional facility.
Gatesville, Texas

**Texas Department of Criminal Justice
Robertson Unit**
Physical Security/Hardware Specialist for
the site adaptation of the 2,250-bed, multi-
classification, full-service, Michael Unit
correctional facility.
Abilene, Texas

**State of New York Department of
Corrections Term Contract for Physical
Security Upgrades
Statewide**

Wisconsin Supermax Prison
Boscobel, Wisconsin



BRYAN JUNG

AVS Engineers | Principal/Project Manager

For more than 14 years and while working extensively with public entities throughout the State of California, Mr. Jung has accumulated a successful experience in the design and engineering of security and low voltage systems for a wide array of justice and institutional facilities with particular emphasis in those with strong correctional characteristics requiring high levels of security. Bryan has provided an outstanding contribution to the development of plans and specifications and has shown particular knowledge in the latest technology development and product selection via cost benefit analysis, with an excellent track record in preparing very detailed and accurate construction cost estimates. From inception through contract completion Bryan's understanding of the project delivery process and his meticulous management style has allowed him to keep all his projects in proper sequencing resulting in an efficient and effective work flow and client satisfaction.

EDUCATION

University of California, Los Angeles
B.S. in Electrical Engineering

REPRESENTATIVE PROFESSIONAL EXPERIENCE

- On-call County-wide Security Design and Consulting, San Bernardino, California
- On-call County-wide Security Design and Consulting, Sacramento, California
- On-Call County-wide Security Design and Consulting, Santa Clara, California
- Stanislaus Juvenile Hall Security Upgrade, Stanislaus, California
- Stanislaus New Commitment Center, Stanislaus, California
- Stanislaus Honor Farm Jail Housing Addition, Stanislaus, California
- Adelanto Detention Center Expansion, Adelanto, California
- West Valley Detention Center Security and Fire Alarm Upgrade, San Bernardino, California
- East County Detention Center Expansion, Indio, California
- South County Detention Center, Tulare, California
- Sacramento County Main Jail Security Upgrade, Sacramento, California
- West Valley Detention Center, San Bernardino, California
- Santa Barbara Main Jail Security Upgrades, Santa Barbara, California
- Napa County Jail, Security Upgrades, Napa, California



EDUCATION

University of California, Berkeley
Bachelor of Science, Civil Engineering

NICOLAS MATA

Cumming | Senior Cost Manager

Nick has more than 10 years of estimating experience within the healthcare, K12, higher education and other markets within California. As a Senior Cost Manager, his background in research and conceptual estimating for large-scale projects is invaluable. He is also skilled in value engineering, change order reconciliation and estimate reconciliation for projects across all sectors.

His experience within the municipal sector includes work with Napa County, as well as number detention, police and correctional facilities throughout Northern California.

As the Senior Cost Manager, Nick will be responsible for estimating costs for the renovation and expansion projects. He will work closely with the project team during all phases of the project to ensure we obtain accurate budgets and costs. His role in our cost management services will ensure we address and account for all project scope and schedule requirements, and he will be the daily point of contact for the team.

REPRESENTATIVE PROFESSIONAL EXPERIENCE

- Stanislaus County, Day Reporting Center, Modesto, CA
- City of Arroyo Grande, New Police Station, Arroyo Grande, CA
- City of San Ramon, City Hall, San Ramon, CA
- County of Monterey, Adult Jail Criminal Justice Complex, Monterey, CA
- County of Santa Barbara, North Branch Jail, Santa Maria, CA
- Napa County, Health and Human Services Agencies Laboratories, Napa, CA
- San Benito Jail, SPWP Submittal, San Benito, CA
- San Francisco Police Dept., 13-Facilities Condition Assessment, S.F., CA
- Solano County, Claybank Adult Detention Facility, Claybank, CA*
- Stanislaus County, Public Safety Center Expansion, Modesto, CA
- Tuolumne County, Mother Lode Juvenile Facility, Tuolumne, CA
- City of Menlo Park, Life-cycle Cost Study, Menlo Park, CA*
- Portsmouth Square, Restroom Building Replacement, San Francisco, CA
- Re-entry Resource Center, Santa Clara, CA
- America's Cup, Pier 29 Program, San Francisco, CA
- Golden Gate Community Recreation Center, San Francisco, CA
- GSA Land Port of Entry Study, Various Locations, United States*
- GSA Land Port of Entry, Calexico, CA*
- Tuolumne County, Transit Center Master Plan, Tuolumne, CA
- VA Palo Alto, Loop Road Relocation, Palo Alto, CA

*Prior work experience



APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated September 9, 2014 between the County of Stanislaus (the “County”), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“HOK” or “Bridging Architect”) providing for professional services.

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 amounts shown under Paragraph 2.2 below.
- 1.3 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.
- 1.4 Bridging Architect’s fee for this Project shall not exceed Two Million Two Hundred Thousand (\$2,200,000) Dollars (“**Maximum Payment Amount**”), payable in phases as provided in paragraph 2.1 below, and subject to retention as provided in Agreement paragraph 4.6.
- 1.5 This measure shall constitute Bridging Architect’s full compensation for its work.
- 1.6 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.
- 1.7 Maximum Payment Amount includes all basic services reimbursable expenses.

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>Percentage</u>	<u>AMOUNT</u>
Program Development Phase	15%	\$330,000.00
Schematic Design Phase	27%	\$594,000.00
Bridging Document Phase	33%	\$726,000.00
Design-Build Procurement Phase	5%	\$110,000.00
Construction Administration Phase	15%	\$330,000.00
Project Completion Phase	5%	\$110,000.00
TOTAL BASIC SERVICES	100%	\$2,200,000.00

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, and that of identified Subconsultant principals and professional staff, engaged directly on the Project and rendered pursuant to Appendix A Paragraph 10, 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 10, either as part of the lump sum negotiated in accordance with paragraph 2.3.1 above, or the amount billed to Bridging Architect, which will be based on Billing Rates to the extent applicable.
- 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 and (unless otherwise agreed by Owner) Subconsultants' professional and technical personnel (architects, engineers and drafters) engaged directly on the Project. 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 and Subconsultants' Billing Rates are included in its Proposal attached as Exhibit 1 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.

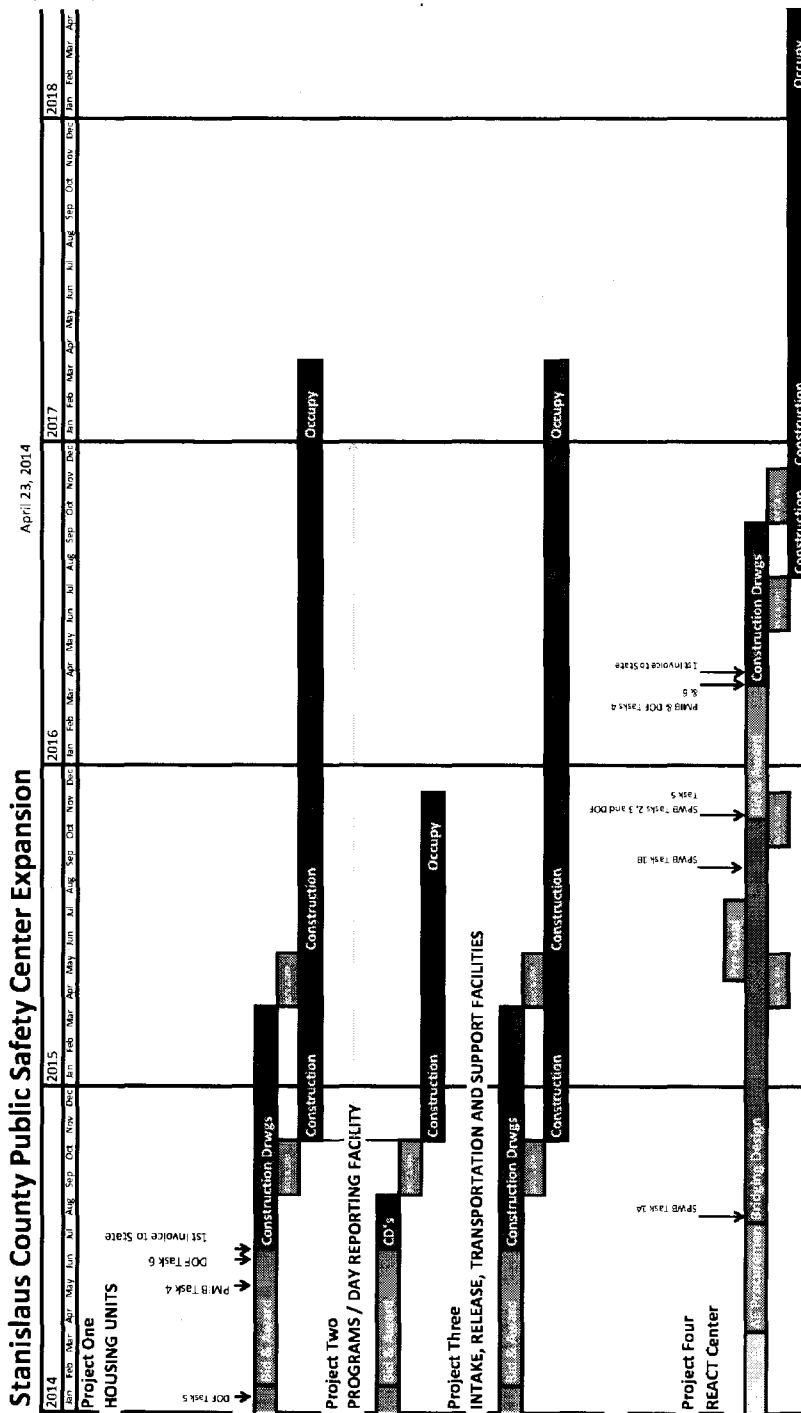
4.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Bridging Architect.

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.

END OF APPENDIX B

APPENDIX C MILESTONE SCHEDULE

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated September 9, 2014 between the County of Stanislaus (the "County"), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California ("HOK" or "Bridging Architect") providing for professional services.



END OF APPENDIX C

APPENDIX D
DELIVERABLES

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated September 9, 2014 between the County of Stanislaus (the “**County**”), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“**HOK**” or “**Bridging Architect**”) (“**Bridging Architect**”) providing for professional services.

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 Development Phase. The deliverables required by the Program Development Phase are defined in Paragraph 3 of Appendix A and include, without limitation, the following:

- 2.1 The Bridging Architect will review the County’s Application for funds through the Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022).
- 2.2 The Bridging Architect will develop a pre-architectural/architectural facility program as defined in Paragraph 3.3 and following of Appendix A.
- 2.3 The Bridging Architect will prepare preliminary estimates of construction cost and times of completion for the Project. The Bridging Architect will review the 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.
- 2.4 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.

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, including, but not limited to a Value Engineering Session.

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 Design-Build Procurement Phase. The deliverables required by the Design-Build 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 Construction Administration Phase. The deliverables required by the Construction Administration 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 Bridging Architect is 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. The deliverables required by the Project Completion Phase are defined in Paragraph 8 of Appendix A and include, without limitation, the following:

- 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 D

APPENDIX E

INSURANCE

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated September 9, 2014 between the County of Stanislaus (the “**County**”), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“**HOK**” or “**Bridging Architect**”) providing for professional services.

1. **Bridging Architect’s Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Bridging Architect shall furnish to County Certificates of Insurance showing satisfactory proof that Bridging Architect maintain for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to County and with an insurance carrier satisfactory to County, authorized to do business in California and rated by A. M. Best & Company “**A-**” or better, financial category size **VII** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Bridging Architect for which Bridging Architect may be legally liable, whether performed by Bridging Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Bridging Architect may be liable:

- 1.1 Commercial General Liability Insurance

Commercial general liability insurance with limits not less than \$3 million each occurrence and aggregate.

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of Bridging Architect’s operations (excluding professional services), blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than the limits listed above.

- 1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$3 million; each occurrence and aggregate including coverage for owned, non-owned and hired vehicles.

- 1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Bridging Architect’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Bridging Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

- 1.4 Professional Liability Insurance

Professional Liability Insurance, with limits of not less than \$3 million per claim and in the aggregate, all with respect to 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. Bridging Architect shall annually provide evidence of this coverage for at least five (5) years after the completion of the Services.

2. Insurance terms and conditions:

2.1 Additional Insureds:

2.1.1 Status of County of Stanislaus as Additional Insured.

On Bridging Architect's Commercial General Liability and Automobile policies, the County of Stanislaus, its officers, directors, agents, employees, volunteers, and Bridging Architects, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2.1.2 Status of State of California as Additional Insured:

On Bridging Architect's Commercial General Liability and Automobile policies, the Board of State and Community Corrections; the State Public Works Board of the State of California; and their Officers, Agents, and Employees shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2.2 Waiver of Subrogation:

2.2.1 For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; 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 the Bridging Architect.

2.3 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.4 Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to County thirty (30) days in advance of the effective date thereof."

2.5 Bridging Architect's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Bridging Architect shall be called upon to contribute to a loss covered by insurance for the named insured.

2.6 Nothing herein contained shall be construed as limiting in any way the extent to which Bridging Architect or any of its Subconsultants or employees may be held responsible for payment of damages resulting from their operations.

END OF APPENDIX E

APPENDIX F

PRELIMINARY PROGRAMMING CONCEPTS

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated September 9, 2014 between the County of Stanislaus (the “**County**”), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“**HOK**” or “**Bridging Architect**”) providing for professional services.

1. This Project will design and construct an adult detention housing and program facility on approximately 3.5 acres of County-owned land at the Public Safety Center. The REACT Center Project includes secure transitional housing with programming and administrative space. The project includes 288 replacement adult detention transitional housing beds, and all necessary circulation and common space.
2. Re-Entry and Enhance Alternatives to Custodial Training (REACT) Center
 - a. Approximately 12,500 SF Component of the Building
 - b. Approximately 2/3 of Facility is Sheriff's Office Jail Alternatives and Administration Offices (Relocate 801 11th Street, Modesto office to this portion)
 - i. High traffic, lighter security interface with the public
 - ii. Drug testing bathroom
 - iii. Alternative Work Program Reception Counter
 - iv. Public lobby
 - v. Classroom and multi-purpose space, including private counseling rooms
 - vi. Administrative building includes bathrooms, break area, staff lockers, gun lockers
 - vii. Space for at least 20 staff persons within the administrative building
 - viii. Program participant booking/processing (booking, fingerprint and photos)
 - c. Approximately 1/3 of REACT Center is secure, hardened facility for inmate and services provider programming
 - i. Sheriff's Office Custody administration support to REACT and Housing Units
 - ii. Inmate property storage for 288 inmates
 - iii. Includes a REACT Public and Inmate Processing Center (small intake, release and transportation function)
 - iv. Inmate holding including safety and sobering cells
 - v. Transportation function to Courts
 - vi. Classroom and multi-purpose rooms, including private counseling rooms
3. Minimum/Medium Housing Unit (192 Bed Unit)
 - a. Generally 32 bed housing pods, 6 pods within the Housing Unit
 - b. Generally medium security housing construction
 - c. Program space within the Housing Unit
 - d. On-unit attached outdoor recreation with bathroom
 - e. Unit must be secure, wet celled and lock down capable
 - f. Secure Unit Control plus Facility Control
 - g. Medical treatment space within the Housing Unit
 - h. Retherm kitchen/s
 - i. Capable of housing male and female inmates
4. Secure Medium Mental Health Management Housing Unit, general housing and 72 Hour Processing Unit (96 Bed)
 - a. Generally 32 bed housing pods, 3 pods within the Housing Unit
 - b. Mental Health Inmates (within a recovery and observation period)
 - c. 72 Hour processing cells for flash incarceration
 - d. Medium to Light Maximum security general housing inmates

- e. Medical treatment space within the Housing Unit
 - f. Retherm kitchen/s
 - g. On-unit attached outdoor recreation with bathroom
 - h. Capable of housing male and female inmates
 - i. Secure Unit Control
5. General Items for REACT Center Project
- a. Connect to Point Logic Controller (PLC) and Fire Alarm Systems at the Public Safety Center Immediate Action Plan and new AB 900 Phase II Projects
 - b. Monitored by Central Control
 - c. Video Visitation
 - d. Furniture, Fixtures and Equipment
 - e. Potential Drainage Basin Relocation
 - f. Potential Access Road Construction
 - g. Parking for 80 staff and 20 public, to be further refined in programming effort
 - h. Coordinate with civil engineering and site work currently underway with AB 900 Phase II PSC Expansion Projects One, Two and Three.
 - i. Site Signage coordination with work currently underway with AB 900 Phase II PSC Expansion Projects One, Two and Three.

END OF APPENDIX F

APPENDIX G

PROGRAMMING – SUGGESTED SCOPE OF SERVICES

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated September 9, 2014 between the County of Stanislaus (the “**County**”), and HELLMUTH, OBATA & KASSABAUM, INC., a Missouri Corporation, licensed to do business in California (“**HOK**” or “**Bridging Architect**”) providing for professional services.

An outline of tasks for the REACT Center pre-architectural programming scope of work is suggested below; however, this is provided as a guideline only.

- I. Pre-Architectural Facility Program
 - A. Detailed Program of Space Requirements
 1. Comprehensive List of Space Requirements
 - a. Component, Unit and Space Identification
 - b. Net Usable Square Footage Required (By Room/Space)
 - c. Notation of Applicable Code Requirements
 - d. Total Net Space By Component
 - e. Application of County Workstation Standards (Office Areas)
 - f. Support Space/Common Space Needs
 - g. Gross Space Requirements
 - h. Programmed Outdoor/Exterior Space Needs
 - 1) Within Enclosed Security Yard
 - a) Sally port (if applicable)
 - b) Recreation/Exercise Yard(s)
 - 2) Public/Non-Secured Areas
 - a) Staff Parking
 - b) Visitor Parking
 - i. Staffing Requirements
 - j. Staffing By Position, By Shift (Including Total By Component)
 2. Space Characteristics
 - a. Utilities Required (Water, HVAC, Sanitary, Lighting, etc.)
 - b. Materials (walls, ceilings, floors, glazing,
 - c. Security Requirements
 - d. Operational Considerations Affecting Design
 - e. Notation of Applicable Code Requirements and Compliance with the State of California Corrections Standards Authority
 3. Adjacency and Workflow Considerations
 - a. Relationship of Spaces within Components
 - b. Inter-Relationship of Components
 - c. Component Location Relative to Security Requirements
 - d. Notation of Applicable Code Requirements
 - B. Summary of Space Requirements
 1. Total of Space Requirements By Component
 - a. Net Usable Square Footage
 - b. Gross Square Footage
 - C. Special Design Considerations
 1. Program Assumptions
 2. Operational Assumptions

END OF APPENDIX G

OAK #4828-1380-9694 v1
06687-0001

OAK #4828-1380-9694 v2
06687-0001



August 4, 2014

Patricia Hill Thomas
Chief Operations Officer, Project Manager
Stanislaus County Chief Executive Officer
1010 10th Street, Suite 6800
Modesto, California 95354

Dear Patricia,

We are pleased to provide, below, our proposed fee for completion of bridging documents for Project Number 4 as described in the county's Request for Qualifications issued on June 9, 2014. Please note that this comprehensive fee proposal includes:

- architecture
- structural engineering
- mechanical engineering
- electrical engineering
- plumbing
- life safety design
- civil engineering
- landscape architecture
- cost consulting
- security electronics
- communications/data and systems
- graphics/signage
- acoustical engineering
- reimbursable expenses
- travel (except for County requested travel outside Northern California)
- overtime

Our proposed total not-to-exceed fee, based upon our current understanding of the services required, is \$2,050,000.

On an attached page we include hourly rates for additional services – if required. Additional savings may be possible, so we would look forward to a work session with county staff to better understand the scope of work, anticipated level of service and county expectations and assumptions.

Sincerely,

DAVID CROTTY AIA, LEED® AP BD+C
Senior Associate | Project Manager

Enclosures:
Hourly rates



All rates are valid through August 4, 2015 and are then subject to escalation rate of 3.25% per year.

Architecture, Electrical, Structural, Landscape (Planning):

Project Leadership	Principal	\$ 300	-	\$ 385
	Director	260	-	350
Architecture	Senior Project Designer	255	-	310
	Senior Project Manager	220	-	280
	Project Designer	215	-	255
	Senior Project Architect	195	-	265
	Construction Admin/Specification Writer	200	-	240
	Senior Architect	160	-	230
	Project Manager	180	-	220
	Project Architect	150	-	210
	Job Captain	145	-	190
	Architect	110	-	170
	Designer	105	-	165
	Senior Architectural Technician	135	-	150
	Intermediate Arch Technician	100	-	135
Junior Architectural Technician	80	-	100	
Planning	Senior Project Designer	150	-	265
	Senior Planner/UD/Landscape Arch	130	-	200
	Intermediate Planner/UD/Landscape Arch	120	-	150
	Junior Planner/UD/Landscape Arch	90	-	120
Interiors	Senior Project Designer	160	-	225
	Project Designer	150	-	180
	Job Captain	130	-	175
	Senior Technical/Designer	130	-	190
	Intermediate Technical/Designer	95	-	130
	Junior Technical	75	-	95
Consulting	Specialist	200	-	250
	Senior Consultant	140	-	180
	Consultant	90	-	140
	Analyst	70	-	90
Engineering	Chief Engineer	225	-	300
	Senior Project Engineer	160	-	200
	Project Engineering Designer	140	-	205
	Project Engineer	140	-	185
	Senior Structural Engineer	150	-	175
	Engineer	125	-	170
	Senior Engineering Technician	115	-	170
	Engineering Designer	110	-	155
	Structural Designer	95	-	115
	Engineering Technician	85	-	115
	Drafter	75	-	85



Cost Estimating

SR. VICE PRESIDENT / REGIONAL VICE PRESIDENT	\$235.00 per hour
DIRECTOR OF COST MANAGEMENT	\$195.00 per hour
SENIOR COST MANAGER	\$175.00 per hour
COST MANAGER	\$160.00 per hour
COST MANAGEMENT / TECHNICIAN / COORDINATOR	\$115.00 per hour

Mechanical & Plumbing

Sr. Principal	\$220.00 / hour
Principal	\$200.00 / hour
Director	\$190.00 / hour
Sr. Project Manager	\$175.00 / hour
Project Manager	\$165.00 / hour
Field Services	\$160.00 / hour
Senior Engineer	\$145.00 / hour
Engineer	\$135.00 / hour
Senior Designer	\$125.00 / hour
Designer	\$115.00 / hour
Technician / CADD	\$105.00 / hour
Project Administrator	\$90.00 / hour
Sr. Admin.	\$60.00 / hour
Clerical / Admin.	\$40.00 / hour



Acoustical Engineering

Partners	\$ 300
Principal	\$ 265
Associate Principal	\$ 225
Senior Associate	\$ 185
Senior Consultant	\$ 185
Associate	\$ 156
Associate Consultant	\$ 110
Consultant	\$ 110
Staff Consultants	\$ 110
CAD Designer	\$ 92
Staff	\$ 82

Civil Engineering & Surveying

ENGINEERING

Civil Engineer	\$ 150.00
Qualified SWPPP Developer	150.00
Project Manager	130.00
Senior Designer	125.00
Designer	105.00
SWPPP Technician	105.00
CADD Technician	85.00
Technical Assistant	65.00

SURVEYING

Land Surveyor	\$ 150.00
Assistant Surveyor	120.00
Survey Technician	100.00
Field Technician (Robot-GPS)	135.00
Two-Person Field Crew	170.00
Field Technician (Robot-GPS) (Prevailing Wage)	155.00
Two-Person Field Crew (Prevailing Wage)	210.00
Technical Assistant	65.00

Graphics/Signage

Senior Project Manager	\$180
Senior Designer	\$135
Designer	\$115
Support	\$80

Cox, Deirdre Joan

From: Patricia Hill Thomas <thomasp@stancounty.com>
Sent: Tuesday, August 12, 2014 9:25 AM
To: Joan Cox; Van Switzer
Subject: Fwd: Update

*Patricia Hill Thomas
Chief Operations Officer
209.609.4334*

----- Let Us Know How We Are Doing -----

Please take a moment and complete the Customer Satisfaction Survey by clicking on the following link:

<http://www.co.stanislaus.ca.us/SurveyChoice.htm> >>> Jeff Goodale <jeff.goodale@hok.com> 8/12/2014 9:18 AM >>>

Hi Patty,

I feel like we can accomplish what you've asked for a revised fee of \$2,200,000 vs. \$2,050,000 in fees, a \$150,000 increase. This is essentially to secure more time for Greg Cook and myself, add field trips, extend programming and have more overlap with schematic design, increase the amount of documentation we are providing in bridging to better define essential design elements and increase LDA's presence during construction.

Schedule:

	Begin	End	Duration	1-Sep	15-Sep	1-Oct	15-Oct
Programming	9/1/2014	10/15/2014	51				
Schematic Design	10/1/2014	3/1/2015	151				
Bridging Design	3/2/2015	8/1/2015	152				
			334				
			354				
Procurement	8/1/2015	12/1/2015	122				
CA	12/2/2015	1/1/2018	761				

This schedule includes review time with state agencies. I will have a more detailed schedule tonight that looks at actual dates for workshops. As I've mentioned, you have commitments for myself, Greg and Alan to be on your project.

I'm happy to discuss tonight, this is our take on it, all negotiable of course.

JEFF GOODALE

Senior Vice President | Justice Director, Global

HOK

jeff.goodale@hok.com

+1 312 254 5304 *f* +1 312 782 6727 *m* +1 773 718 5427

60 East Van Buren Street, 14th Floor | Chicago, IL 60605 USA

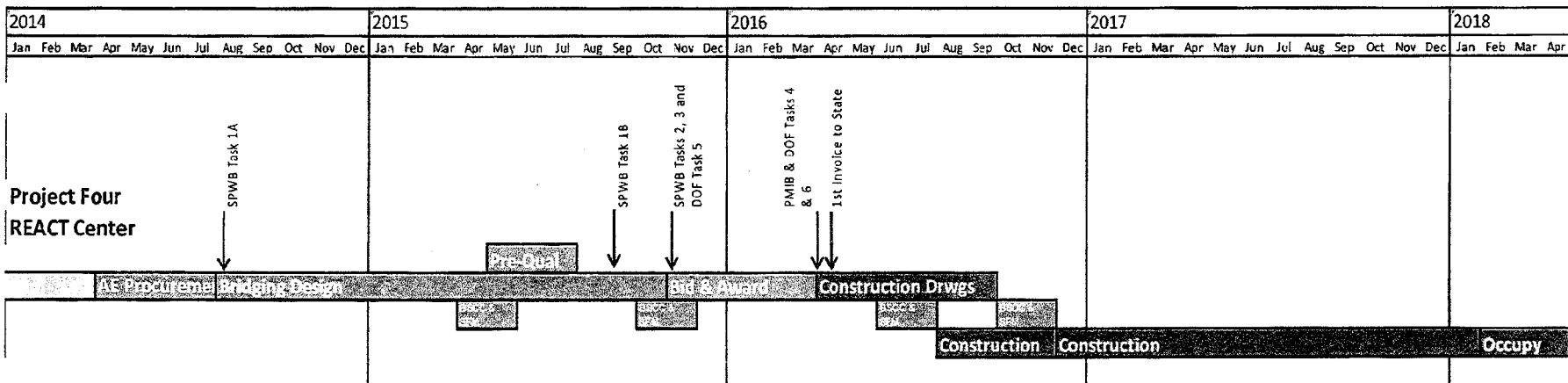


Schedule



Stanislaus County REACT Center Project Milestone Schedule

7/14/2014



Re-Entry and Enhanced Alternative to Custody Training Center
REACT

PROJECT TIMELINE – DESIGN-BUILD

ACTIVITY	APPROXIMATE DURATION
Project Start-Up – Notices and Activities	4 months
BSCC notifies county of conditional award for project financing.	
County to submit site assurance to BSCC within 90 days of award.	
County to submit real estate due diligence package within 120 days of award.	
Task 1: SPWB Meeting – Project Establishment (scope, cost and schedule) & Resolution Authorizing Interim Financing (to be completed within 18 months of award)	4 months
State development of project scope.	
County development of project schedule.	
County development of detailed cost estimate by phase (3-page estimate).	
Statement describing status of CEQA & status of any litigation.	
Due diligence approval letter from Department of General Services.	These activities are not necessarily completed as part of Task 1, but can be. They must be completed in concert with Task 2 and before Task 3.
Cash match approval.	
In-kind match approval.	
County signs Certification of Matching Funds.	
County signs PDCA and BSCC Agreement.	
Task 2: SPWB Meeting – Consent to Ground Lease / Right of Entry	2 months
Review of project scope.	
Updated project schedule.	
Updated cost estimate (3-page estimate).	
Meeting with DOF, SPWB Counsel, BSCC, DGS & county scheduled.	
County signs Ground Lease/Easement Agreement/Right of Entry.	
BSCC Plan Review Submittal (within 30 months of award)	BSCC/SFM 8 weeks
County submits performance criteria or performance criteria and concept drawings to BSCC/SFM (with operational program statement, staffing plan and analysis of anticipated operating costs for BSCC only).	
Task 3: SPWB Meeting – Approval of Performance Criteria or Performance Criteria and Concept Drawings (occurs after BSCC/SFM review)	1 month
Review of project scope.	

Updated project schedule.	
Updated cost estimate (3-page estimate).	
Development of preliminary estimate.	
Documentation that CEQA is complete.	
Performance criteria/concept drawings submitted.	
Task 4: Pooled Money Investment Board – Loan Request	4 months
Certification that the County has satisfied all of the requirements set forth in statute for the financing of the project.	
Twelve month cash flow projection.	
Task 5: Finance Action to Approve Request for Proposals	6 weeks
Development of scope of request for proposals.	
Development of project milestone schedule.	
Review of project scope.	
Review of project schedule.	
Review of cost estimate (3-page estimate).	
Request for proposals submitted.	
Task 6: Finance Action to Award Design-Build Contract (NTP within 42 months of award)	5 weeks
Review updated cost estimate (3-page estimate).	
RFP results.	
Review updated project schedule.	
Board of Supervisors approval.	
Notice to Proceed (NTP) for construction (milestone – within 42 months of award)	
BSCC Plan Review Submittal	8 weeks
County submits construction document drawings & specifications to BSCC/SFM for plan check/review and approval.	

AGREEMENTS

This section provides a framework of details for the various agreements necessary involving county and state entities for the adult local criminal justice facilities construction projects. These overviews are provided for the counties' benefit in an effort to better inform counties of the expected contractual nature of the types of agreements that will be required. Depending on the types of proposals and other unknowns, other individual, county specific agreements may be necessary. Forms of these agreements can be found on the BSCC's website.

SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project



Stanislaus County Board of Supervisors
Agenda Item B-8 September 9, 2014



Patricia Hill Thomas

Chief Operations Officer-Project Manager

Modernization of Public Safety Facilities

- PROJECT 1: 480 new maximum-security beds
 - AB 900 Phase II Funded (90% State/10% County)
 - 72-Bed Medical/Mental Health Housing Unit
 - Jail Medical Services Unit
 - New Central Security Control Unit
- PROJECT 2: Permanent Day Reporting Center
- PROJECT 3: Intake/Release/Transportation
 - County Funded
 - Jail Administration/Staff Support/Lobby
- PROJECT 4: 288 Jail Bed and Programming Center
 - REACT Center
 - SB 1022 (90% State/10% County)
 - Jail Alternatives/Sheriff's Correctional & Community Institutes of Life Skills (SCCILS) Programming





Captain Bill Duncan

Adult Detention Division

SB 1022 REACT CENTER PROJECT



- 288 Transitional Bed and Programs Facility
- Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project
- Direct Response to AB 109 Public Safety Realignment
- Replacement and closure of the Men's Jail in Downtown, Modesto (Except for Court-Holding)

SB 1022 REACT CENTER PROJECT



- REACT Center Project (SB 1022) will include programming space for partnership and volunteer services.
- Evidence Based System for analysis of outcomes of the REACT Center programming efforts.
- Inmates will receive education, training and mental/medical health services, with the goal of reducing recidivism.

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) REACT Center Project

Background

- On May 6, 2014, the Board of Supervisors approved the acceptance of the conditional award of \$40 million from the State of California Board of State and Community Corrections under SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program for the design-build construction of the REACT Center Project.

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) REACT Center Project

- On August 13, 2014, the State Public Works Board (SPWB) approved Stanislaus County's project scope, project schedule and project costs, which was a significant milestone that allows Stanislaus County to be the first county awarded under SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program funding to initiate a SB 1022 project in the State of California.
- This Allows for the commencement of architectural services for the REACT Center Project which are fully reimbursable.

REQUEST FOR APPROVAL TO PROCEED OR ENCUMBER FUNDS

The **Board of State and Community Corrections** hereby requests PWB/DOF action related to the following project:

1. Project ID: 61.1022.11.13 - **Government Code Section 15820.92 – 15820.926**
Project Title: **Stanislaus County Public Safety Center REACT Project**

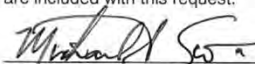
2. Requested PWB/DOF Action Date: **August 2014** Date of last approval: **N/A**


3. Requested Action: (all reporting requirements related to this request as defined in SAM, are attached)
 - Site Acquisition – Section 6848 (an agenda package has been submitted to DGS)
 - Approve Preliminary Plans – Section 6851
 - Approve Working Drawings – Section 6852
 - Approve Proceed to bid – Section 6852
 - Approve Construction Contract Award – Section 6853
 - Request for Augmentation / Reversion – Section 6861, 6862
 - Approve Scope Change – Section 6863
 - Other Specify: **Establish project scope, cost, and schedule**

4. Project Completion Reporting: (reporting requirements as defined in Section 6856 are attached)
 - Project Occupancy
 - Project Completion
 - Project Closeout

5. Project Certifications:
 - CEQA Compliance: (reporting requirements as defined in Section 6850 are attached)
 - This project meets CEQA compliance requirements.
 - The action requested does not invalidate the CEQA compliance.
 - The action requested mandated a review of the CEQA compliance.
 - Scope Changes: (reporting requirements as defined in Section 6863 are attached)
 - Project scope has not changed from that as defined in the previous reporting.
 - A change in project scope is necessary in order to proceed with the project.
 - Costs/Funding/Schedule Changes: (reporting requirements as defined in Section 6861 are attached)
 - Costs, funding, and schedules have not changed from that as defined in the previous reporting.
 - Changes in cost, funding and/or schedules are necessary in order to proceed with the project.

I hereby certify that the above is accurate and that the necessary reporting requirements as defined in SAM are included with this request.

 06/12/14
Michael Scott, Project Director II Date
County Facilities Construction Unit

 06/11/14
William J. Crout, Deputy Director Date
Corrections Planning and Programs Division

RESULTING ACTION

- The above action(s) is/are approved. Authority is granted to proceed when funding authority permits.
- The following must be addressed prior to granting approval of all actions: _____


Department of Finance

Date: 8/13/2014
DF 14D (rev 7/97)

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) REACT Center Project

- On June 9, 2014, as previously approved by the Board, the Project Manager issued a Request for Qualifications/Proposals (RFQ/P) for professional architectural services for the REACT Center Project.
- Ultimately, a group of 36 different Architects, Engineers and Specialty Consultants requested and received the RFQ/P document from the County. Written proposals were required to be submitted no later than July 16, 2014 at 2:00 p.m.

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) REACT Center Project

- On July 16, 2014, three Programming/Design proposals were received from highly qualified architectural firms:
 - DLR Group of Sacramento, California;
 - HOK of San Francisco, California; and
 - Lionakis of Sacramento, California
- An extensive and comprehensive evaluation and interview process was conducted by the Project Team

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) REACT Center Project

- Proposals were evaluated on a comparative, competitive qualification basis, based upon the RFQ/P's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, seeking the proposal most advantageous to Stanislaus County.
- Evaluation criteria, as listed in RFQ/P document consisted of:

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022)
REACT Center Project

- **Experience** in satisfactorily performing similar services or similar projects;
- **Ability to perform** the professional services required without delay;
- **Character, integrity, reputation, judgment, experience, and efficiency** of the team to be dedicated to this project;
- Other **relevant** factors

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) REACT Center Project

- All three firms were qualified to perform the work, and subsequently, all three firms were invited to participate in Selection Interviews.
- The Selection Committee from the Project Team conducted extensive interviews, problem solving sessions and final evaluations with all three of the Respondents.

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022)
REACT Center Project

- The Selection Interview Committee ranked and scored the three firms as follows:

<u>Firm</u>	<u>Rank</u>
HOK/LDA	1
DLR Group	2
Lionakis	3

- The HOK/LDA proposal was rated highest and most advantages to the County for the REACT Project

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022)
REACT Center Project

Today's Actions

- Approve the selection and award of a professional services agreement architectural services with Hellmuth, Obata & Kassabaum, Inc. (HOK); and approve to initiate bridging architectural services for the design-build construction of the REACT Center Project for the amount of \$2,200,000.



David Crotty
Project Manager
HOK

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022)
REACT Center Project

**REACT CENTER PROJECT-APPROVED SOURCES OF
FUNDING**

TOTAL Project Cost	\$44,695,000
SB 1022 State Construction Financing.	\$40,000,000
County Match from Set-Aside Fund Balance	\$4,000,000
Public Facilities Fees (PFF) for Project Match	\$445,000
Public Facilities Fees - SB 1022 Ineligible Costs*	\$250,000
<hr/>	
TOTAL Project Funding	\$44,695,000

*SB 1022 Ineligible Costs including legal services, office supplies, printing and publications cannot be used as County Match.

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022)
REACT Center Project

REACT Center Project- Recommended Use of Funds

Salaries/Project Management.	\$ 1,895,000
Services & Supplies/Inspection/CM.	\$ 2,846,000
Bridging Architect.	\$ 2,200,000
Cost Applied Charges.	\$ 76,000
Design-Build Construction	\$ 37,678,000
<hr/>	
TOTAL Project Uses	\$ 44,695,000

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022)
REACT Center Project

Schedule

- *Fall 2014:*
 - Issue Notice to Proceed to HOK for programming and architectural Services.

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022)
REACT Center Project

Schedule

- *Fall 2015:*
 - Board of Supervisors approves Operational Statement, Staffing Plan, Performance Criteria and Concept Drawings and authorizes transmittal to State.

- *Spring 2016:*
 - Board of Supervisors approves a conditional award of a construction contract for a Design-Build Entity.

Adult Local Criminal Justice Facilities Construction Financing Program (SB 1022) REACT Center Project

Schedule

- *Fall/Winter 2017 to Spring 2018:*
 - Substantial Completion of SB 1022 REACT Project.
 - Final Acceptance by Board of Supervisors.
 - Commence occupancy within 90 Days of completion of construction.

Review of Staffing Impacts

- As with AB 900 Phase II, there is no obligation to fully staff the REACT Center Project immediately upon opening.
- Replaces the downtown jail (except for Court holding) and will be staffed by the transfer of existing Sheriff's personnel to the new 288-bed housing and programming facility.
- Existing Jail Alternatives Unit staff will transfer from their 801 11th Street, Modesto location to the REACT Project Center administrative area to operate Sheriff's AWP/Home Detention programming.

Staff Recommendations

- 1. Approve the selection and award of a professional services agreement for architectural services to Hellmuth, Obata & Kassabaum, Inc. (HOK) of San Francisco, California, as a result of a Request for Proposals process for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project, pursuant to the State Award of SB 1022 Lease Revenue Bond funding, and approval to initiate bridging architectural services for the design-build construction of the REACT Center Project for the lump sum amount not to exceed \$2,200,000.*

Staff Recommendations

- 2. Authorize the Project Manager to issue the Notices to Proceed to HOK to initiate architectural services, contingent upon proper receipt of an executed agreement and certificate of insurance.*

Staff Recommendations

- 3. Authorize the Project Manager to adjust the REACT Center Project budget to fully fund the costs of architectural services and transmit the updated budget to the Board of State and Community Corrections (BSCC) for the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program \$40 million award for the design-build construction of the REACT Center Project.*

Staff Recommendations

- 4. Direct the Auditor Controller to transfer appropriations in the amount of \$158,000 from the fixed asset account to the services and supplies account, as indicated in the budget journal form within the previously approved project budget.*

Staff Recommendations

- 5. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders for professional services needed in this design phase of the project, as long as they are within the approved project budget.*

SB 1022 REACT CENTER PROJECT



Questions/Comments?

Stanislaus County Board of Supervisors
Agenda Item B-8 September 9, 2014