

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

DEPT: Chief Executive Office

BOARD AGENDA #: B-4

AGENDA DATE: April 19, 2016

**SUBJECT:**

Approval to Proceed with the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project; Conditional Award to Roebbelen Contracting Inc. in the Amount of \$32,448,277; and Related Actions

**BOARD ACTION AS FOLLOWS:**

No. 2016-192

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended


2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Chief Executive Office

Urgent

Routine

BOARD AGENDA #: B-4

AGENDA DATE: April 19, 2016

CEO CONCURRENCE:

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval to Proceed with the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project; Conditional Award to Roebbelen Contracting Inc. in the Amount of \$32,448,277; and Related Actions

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**STAFF RECOMMENDATIONS:**

1. Approve a resolution authorizing the conditional award of a design-build construction contract, subject to final State of California approval for the SB 1022 Public Safety Expansion Project for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center to Roebbelen Contracting Inc. for the not to exceed amount of \$32,448,277.
2. Authorize the Project Manager to take all actions necessary to finalize the Construction Agreements to meet the requirements of the State Agencies.
3. Authorize the Project Manager to issue a Notice to Proceed upon State approval to proceed and upon the receipt of proper insurance and bonds for the Project.
4. Authorize the Project Manager to plan and conduct a public groundbreaking ceremony, to coincide with the commencement of construction.
5. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders for professional services needed in the design-build construction phase of the project, as long as they are within the project budget approved by the Board of Supervisors.
6. Authorize the Project Manager to negotiate and sign change orders up to \$25,000, consistent within the County's Change Order Policy, and as long as they are within the previously approved project budget.

**DISCUSSION:**

The 2013 Needs Assessment determined that Stanislaus County needed to focus on enhancing current programs and services to include pre-sentenced, post–booking and re-entry/transitioning populations while striving to expand the continuum of resources that extend outside the secure perimeter of the Public Safety Center.

The Stanislaus County SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center will improve and significantly enhance the County's Public Safety Facilities to

Approval to Proceed with the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project; Conditional Award to Roebbelen Contracting Inc. in the Amount of \$32,448,277; and Related Actions

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provide for enhancement of jail alternative programs, in-custody treatment, counseling and re-entry services. The REACT Center will construct 288 transitional replacement beds and include much needed program space. The County's goal is to reduce recidivism and ensure the public's safety. This project will provide an important link with the recently completed Day Reporting Center.

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.

In accordance with the 2013 Updated Adult Detention Needs Assessment, the Project will contain 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.

In October of 2013, the Board of Supervisors authorized the Project Manager to submit a proposal to the Board of State and Community Corrections (BSCC) for Jail Construction Funding pursuant to SB 1022, the Adult Local Criminal Justice Facilities Construction Financing Program for \$40 million with a 10% county cash match requirement.

In December 2013, the County was denied funding for the project and upon a successful appeal by the County, in March, 2014 the BSCC granted the appeal by Stanislaus County for the REACT Center project proposal and awarded \$40 million for its construction at the public safety center.

Despite the delay in funding approval, the Stanislaus County REACT Center project was the first in the State to be approved by the State Public Works Board for Scope, Cost and Schedule.

On an aggressive schedule, the Project team has guided the project through various State reviews, evaluations, approvals, examinations and the Projects cash funding is scheduled to be provided by the State's Pooled Money Investment Board on April 20, 2016.

Various other activities have been concurrently underway and completed that led to the December 15, 2015 Board of Supervisors' action which authorized the Project Manager to advance the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project to the final design build team selection phase by approving Hensel Phelps Construction Co., Roebbelen Contracting, Inc., and Sundt Construction, Inc. as the three Design-Build Teams prequalified to construct the Project. The Board of Supervisors also authorized the Project Manager to issue a Request for Proposals (RFP) for construction of the Project to the prequalified teams, seeking best and final pricing in accordance with Public

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Contracts Code Section 20133 and the County's RFP Standards. In addition, the Board of Supervisors authorized the Project Manager to return to the Board to recommend a conditional award of the design-build construction contract subject to final approval by the State Agencies of a Design-Build Contract to the recommended Proposer for the REACT Center Project.

The final selection phase was extremely rigorous. On February 24, 2016, the County received excellent proposals from two of the three prequalified Design-Build teams, Hensel-Phelps Construction Co. and Roebbelen Contracting. Sundt Construction Inc. withdrew from consideration, citing the need to focus on other projects that they were currently constructing.

The two proposals were extensively evaluated, in strict accordance with the design-build best value criteria pursuant to the Public Contracts Code.

FACTORS	Maximum Points
1. Base Project Pricing	25
2. Project Pricing – Additive/Deductive Alternates	20
3. Schedule and Duration	15
4. Proposed Team Technical Design and Construction Expertise	15
5. Proposed Design and Design Approach	15
6. Life-cycle Costs Over 30 Years	5
7. Quality of Proposal/Presentation and Questions	5
TOTAL (Maximum)	100 points

Pursuant to Public Contracts Code Section 20133(d) (4) (B) (2), the initial evaluation was completed (evaluation of submitted written proposals). Subsequently, both written proposals were deemed responsive and both teams were invited to participate in Best and Final confidential meetings.

The finalist not awarded the contract will receive a stipend of \$100,000, which is intended to compensate them for the additional cost and effort required for their participation in the extended proposal process. The Project Manager has confirmed that the \$100,000 stipend is reimbursable by the State. In exchange for the payment of a \$100,000 stipend as a finalist in the process, both finalists agreed not to protest the award of the contract to a different pre-qualified proposer; and that all documents, submissions and concepts become the property of the County.

#### Confidential Interview Process

On March 16, 2016, the Project Manager, the Team and the County's Bridging Architect participated in two lengthy confidential and proprietary meetings (Confidential Meeting No. 1) with each of the finalists, during which they had the opportunity to present their proposal documents. The confidential process gave the design-build teams the opportunity to make proposed changes to the construction approach that could produce savings or enhance the project delivery. In Confidential Meeting No. 1, the finalists presented on each of their proposed deviations, exclusions and substitutions to the County's bridging documents, and the County Project team provided direction to each of the finalists on acceptable changes.

Approval to Proceed with the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project; Conditional Award to Roebbelen Contracting Inc. in the Amount of \$32,448,277; and Related Actions

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On April 11, 2016 the Project Manager, Project Team and the County's Bridging Architect participated in Confidential Meeting No. 2 sessions with each of the finalist teams to focus on:

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

Pursuant to the Public Contracts Code, a "scored" evaluation was performed using the evaluation "Factors" and associated point values listed above. Each Design-Build Team was independently scored by a review panel. As a result the Roebbelen/Lionakis team was ranked number one.

Based on the results of the confidential meetings, negotiations and scoring conducted, it is recommended that the Board of Supervisors approve a conditional award of a design-build construction contract, subject to State approval for the SB 1022 REACT Center Project, to Roebbelen Contracting Inc. of El Dorado Hills, California for \$32,448,277. This proposal is deemed the most advantageous and competitively superior for the County, which forms the basis of award.

The basis of award includes several Additive Alternates which can be delivered within the approved Project Budget and allocated State funding. Options recommended and can be delivered within budget the as outlined below:

Item	Price
Base Project Bid	\$31,168,153
Accelerate Schedule	\$300,000
Television Cabling in Cells	\$59,400
Dayroom Exhaust Fans	\$67,500
Cornucopia Road Extension	\$437,375
400Kw Generator	\$155,520
Water Management System	\$157,680
One Additional Skylight per Dayroom	\$102,649
<b>Total</b>	<b>\$32,448,277</b>

As a result of the final negotiations with the Roebbelen team, the State funding will be reduced by \$112,000. The total project budget is now \$39,888,000.

The State Department of Finance and Board of State and Community Corrections will ultimately approve the award of the design-build construction contracts for the REACT Center Project prior to proceeding to construction, which is why the Board of Supervisors action is conditioned on State approval to proceed.

Approval to Proceed with the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project; Conditional Award to Roebbelen Contracting Inc. in the Amount of \$32,448,277; and Related Actions

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Schedule:

Today's action by the Board of Supervisors is a significant step forward in the construction of the last major component of the Public Safety Center Expansion Project. The recommended Design-Build Team has proposed an aggressive schedule, which is necessary to meet State-approved deadlines for project completion and occupancy. Construction completion for the REACT Center Project is anticipated in winter 2017 with occupancy complete in spring 2018. Construction of the projects will have a significantly positive impact in terms of construction-related employment locally and off-site and result in a considerable public safety improvement.

**POLICY ISSUE:**

The Board of Supervisors support for this effort reflects the focus on public safety, and facility modernization. This project will result in the successful implementation of the Board of Supervisors desire to implement the Public Safety Center Master Plan.

**FISCAL IMPACT:**

With the Board of Supervisors approval of several key actions today, Stanislaus County will begin the design-build construction phase of the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Project. This Project along with AB 900 Phase II Projects One and Two along with Project Three represent the largest undertaking ever by our Capital Projects Team.

The total cost to build the REACT Center is \$44,583,000 with the State funding \$39,888,000 and the County matching \$4,695,000 which includes the required 10% match and \$250,000 of ineligible costs.

The approved construction-only budget is \$32,448,257 for SB 1022 REACT.

**Cost of recommended action:** \$ 44,583,000

**Source(s) of Funding:**

State SB 1022 Lease Revenue Funds	39,888,000
Previously set aside fund balance	4,000,000
Public Facilities Fees (Match requirement)	445,000
Public Facilities Fees (ineligible costs)	250,000

**Funding Total:** \$ 44,583,000

**Net Cost to County General Fund** \$ -

**Fiscal Year:**

15/16
<b>No</b>

**Budget Adjustment/Appropriations needed:**

**Fund Balance as of April 19, 2016**

N/A

Approval to Proceed with the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center Project; Conditional Award to Roebbelen Contracting Inc. in the Amount of \$32,448,277; and Related Actions

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**BOARD OF SUPERVISORS' PRIORITY:**

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

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

**STAFFING IMPACT:**

This project will be managed by the Project Manager and Project team.

The 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 and the Project 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, Project Manager, Telephone: (209) 525-6333

**ATTACHMENT(S):**

1. Board Resolution
2. Contract Agreement with Roebbelen

# Attachment 1



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

Date: April 19, 2016

2016-192

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # B-4

**Approval to Award a Construction Contract to Roebbelen Contracting, Inc.  
for the Design and Construction of the Stanislaus County SB 1022  
Reentry and Enhanced Alternatives to Custody Training (REACT) Center Project  
Conditioned upon State Approval to Proceed with Design and Construction**

WHEREAS, on December 15, 2015, the County of Stanislaus Board of Supervisors approved the bridging documents (performance criteria and concept drawings) for the 2012 Adult Local Criminal Justice Facilities Construction Program (SB 1022) for the Stanislaus County Reentry and Enhanced Alternatives to Custody Training (REACT) Center Project prepared by HOK.

WHEREAS, on December 15, 2015, the County of Stanislaus Board of Supervisors deemed three design-build teams as pre-qualified and approved to submit proposals for the design and construction of the County's REACT Center Project.

WHEREAS, on February 24, 2016, a total of two proposals were received from pre-qualified design-build contractors for the County's REACT Center Project.

WHEREAS, the two proposals received were extensively evaluated by the Project Team and the County's Bridging Architect, in strict accordance with the previously approved and published design-build best value criteria pursuant to the Public Contract Code Section 22160, and a recommendation was reached on which of the two Proposals was deemed competitively superior.

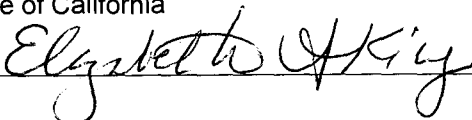
WHEREAS, on April 11, 2016, the Project Manager notified both pre-qualified proposers of the intent to recommend that the Board of Supervisors award the REACT Center Project to Roebbelen Contracting, Inc. of El Dorado Hills, California, for the lump sum amount not to exceed \$32,448,277.

NOW, THEREFORE, be it resolved that the Stanislaus County Board of Supervisors does hereby approve a conditional award of a design-build construction contract, conditioned upon State approval to proceed with the design and construction of the SB 1022 Re-entry and Enhanced Alternatives to Custody Training (REACT) Center Project, to Roebbelen Contracting, Inc. of El Dorado Hills,

California for the lump sum amount not to exceed \$32,448,277 for the Total Base Price and Additive Alternates 3-8 as described in the Best and Final Proposal dated April 11, 2016.

NOW, THEREFORE, be it further resolved that the Stanislaus County Board of Supervisors does hereby authorize submission of the conditional award of a design-build construction contract in the amount of \$32,448,277 Total Base Price and Additive Alternates 3-8 (as described in the Best and Final Proposal dated April 11, 2016), to the State of California for Approval to Proceed with the design and construction of the Stanislaus County REACT Center Project.

ATTEST: ELIZABETH A. KING, Clerk  
Stanislaus County Board of Supervisors,  
State of California

  
\_\_\_\_\_

File No.

# Attachment 2

DOCUMENT 00 5200

**AGREEMENT**

THIS AGREEMENT, dated this 19th day of April, 2016 by and between Roebbelen Contracting Inc., whose place of business is located at: 1241 Hawks Flight Court, El Dorado Hills, CA 95762 ("Design-Build Team"), and the County of Stanislaus ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. 2016-192 adopted on the 19<sup>th</sup> day of April, 2016, conditionally awarded to Design-Build Team the following Contract:

**COUNTY OF STANISLAUS  
RE-ENTRY AND ALTERNATIVE TO CUSTODY TRAINING (REACT) CENTER PROJECT  
AT CERES, CA**

WHEREAS, upon receipt of approval of Owner's contract award to Design-Build Team from the State of California Department of Finance, Owner's conditional award of the Contract will become unconditional.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Design-Build Team and Owner agree as follows:

**ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT**

**1.01 Work of the Contract**

- A. Design-Build Team hereby agrees to serve as the Design-Build Team for the Project identified herein, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents ("Work").
- B. Work also includes all work required to comply with the Final Mitigation & Reporting Plan (MMRP) for the Stanislaus County Public Safety Center, copies of which are attached to this Agreement as Annex 1.
- C. Pursuant to the clarifications negotiated and aligned upon during the Best and Final negotiation process ("Clarifications"), Design-Build Team hereby acknowledges and agrees that the Work of the Contract includes the following work items that were clarified as being part of Base Scope during the Best and Final negotiation process that occurred between March 16, 2016 and April 11, 2016.
  - 1. Roebbelen agrees to add to its team an independent expert consultant to perform peer review and independent confirmation of design and perform some construction administration with respect to the security electronics system.
  - 2. The County and Roebbelen agree that Roebbelen will utilize a swing shift approach for performance of the CMU footings, tilt walls, precast steel, roofing and CMU interior wall construction.
  - 3. Roebbelen confirms its understanding that if the necessary water pressure for plumbing needs to be boosted, it is Roebbelen's responsibility to accomplish the necessary water pressure at no additional cost to the County.
  - 4. Roebbelen confirms that its base bid price includes painting of all systems in common areas or exposed to the public.

5. Roebbelen confirms that any pressure reducing gas valves installed on the roof will be painted; condensate drains need not be painted so long as they are not on the roof.
6. Roebbelen confirms that the HVAC control system will be installed using Johnson Controls equipment and will be installed by Johnson Controls personnel.
7. Roebbelen confirms that contrary to the Deviations and Exceptions document, the public lobby of the Administration Building will not be reduced by 110 square feet, but rather will be reduced only by 60 square feet as compared to what was depicted in the bridging documents.
8. Roebbelen confirms that it will retain at its expense an acoustician to confirm acoustics for the entire facility in two parts: (1) as the building is designed and (2) as it is constructed, to ensure the building meets the design criteria of the bridging documents; acoustical design standards for rooms and walls are depicted on the room data sheets in Volume III of the criteria documents.
9. Roebbelen confirms that it will utilize best efforts to ensure that the CMU walls are constructed to code-required and quality assurance standards, including but not limited to, ensuring proper construction preparation occurs, limitation of no higher than 10' high lifts, the presence of a full time quality control official on site; and the use of an outside testing lab that will observe the construction of the CMU walls.
10. Roebbelen will add up lighting and sign lighting at the public entrance in addition to having the lobby lit.
11. Roebbelen will change the Type L Copper to Type K Copper for the underground piping with brazed joints.

Aside from the above-listed Clarifications, Roebbelen and the County understand and agree that the following are also included in the Base Proposal, subject to approval of final design by the County:

1. Additional "plaza" gathering space and landscaping adjacent to front entry (that Design-Build Team has priced at \$30,000)
2. Proposed staff area adjacent to west staff entry (that Design-Build Team has priced at \$50,000)
3. Animal shelter wall height increased to 10' (that Design-Build Team has priced at \$40,000)
4. Proposed staff area south of custody break area (that Design-Build Team has priced at \$50,000)
5. County seal with lighting (that Design-Build Team has priced at \$10,000)
6. Addition of clerestory windows in dayrooms (that Design-Build Team has priced at \$75,000)
7. Use of 6-8 solatubes in lieu of skylights down central corridor with ceiling height dropped to 10' (that Design-Build Team has priced at no cost)
8. Toilet seats at all toilets (that Design-Build Team has priced at \$10,000)
9. Bullet resistant wall panels at north side of building for \$40,000

Any and all correspondence exchanged between the parties in the BAFO process is hereby incorporated by reference whether attached or not.

- D. A copy of Document 00 4200, Design-Build Team's Best and Final Proposal dated 4/11/2016, is appended to this Document 00 5200 as Annex 2 for reference.
- E. Without limiting the foregoing, Work specifically includes Proposal Item 1 (Base Project) and Proposal Item 2 (Accelerate Schedule by 30 days to 13 months) set forth on Design-Build Team's Best and Final Proposal, a copy of which is appended to this Document 00 5200 for reference as Annex 2. Owner and Design-Build Team acknowledge that the 30-day acceleration is not yet reflected in the below-listed Construction and Design Milestones, and agree to negotiate how best to exercise the agreed-upon 30-day acceleration to the Design and Construction Milestones prior to the completion of final design.

F. Without limiting the foregoing, Work specifically includes the following Alternates:

1. The following Additive Alternates\*:
  - a. Proposal Form Item 3 – Add TV Cabling and TV's in cells/rooms
  - b. Proposal Form Item 4 – Add dayroom exhaust fans
  - c. Proposal Form Item 5 – Add Cornucopia Road Extension
  - d. Proposal Form Item 6 – Add 400KW Generator Set including ATS\*\*
  - e. Proposal Form Item 7 – Water Management System
  - f. Proposal Form Item 8 - Add 1 skylight per dayroom to the base bid for a total of 2 skylights per dayroom
2. The following Deductive Alternates\*:
  - a. None at the present time; see Attachment 1

\* As defined in Best and Final Proposal Form attached as Annex 2 for reference.

\*\* The County agrees that the Decision Point date for the generator is October 31, 2016.

### 1.02 Price For Completion Of The Work

A. Owner shall pay Design-Build Team the following Contract Sum, Thirty Two Million, Four Hundred Forty Eight Thousand, Two Hundred Seventy Seven Dollars (\$32,448,277.00) for completion of Work in accordance with Contract Documents (including Additive and Deductive Alternates identified in paragraph 1.01 F above and the Allowances identified in paragraph 1.04A below).

1. The Contract Sum includes Architect of Record Fees of \$1,680,000. Should Owner seek extended services beyond the base Scope of Work from Design-Build Team or Design-Build Team's Architect or Engineer, those extended services shall be provided to Owner at the following hourly rates as set forth in Design-Build Team's Proposal:

Architect:	\$185
Engineer:	\$180

### 1.03 Alternates

A. At Owner's sole discretion, Work may also include one or more Alternates identified on Attachment 1 hereto. To add any Alternate to the Work, Owner must notify Design-Build Team no later than the date indicated for the Alternate ("County Decision Point Date") identified in Attachment 1. Contract Sum will be adjusted (increased for an additive Alternate, decreased for a deductive Alternate) only by the Proposal Price for the Alternate identified in Attachment 1, and Owner will pay no other amount on account of adding the Alternate to the Work. Addition of any Alternate shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

### 1.04 Allowances

A. Contract Sum includes the following allowances:

1. Owner's Additive Allowance (if used) (see Section 01 2100 para. 1.04) \$200,000
2. Radio System Allowance (if used) (see Section 01 2100 para. 1.04) \$150,000

B. See also Section 01 2100 Allowances.

C. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall modify the Contract Sum accordingly.

## 1.05 Unit Prices

- A. At Owner's sole discretion, Work may also include any of the additional Units identified on Attachment 1 hereto. To add any Unit Price items to the Work, Owner must notify Design-Build Team no later than the date indicated for the Unit Price ("County Decision Point Date") identified in Attachment 1. Addition of any Unit Price item shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.
- B. See also Section 01 1100, Summary of Work, paragraph 1.03.C.

## 1.06 Maximizing Sales and Use Taxes Payable to Owner

- A. Design-Build Team will work with Owner to develop procedures to maximize Owner's receipt of sales and use taxes resulting from design and construction of the Project (**Taxable Purchasing Procedures**). Taxable Purchasing Procedures must include, without limitation:
1. The Direct Payment Procedures (as defined below).
  2. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that Design-Build Team, and Subcontractors and Designers of all tiers that perform a significant portion of their Project Work or Services on the Project Site or within any portion (incorporated or unincorporated) of the County of Stanislaus, use an address within (incorporated or unincorporated) County of Stanislaus, for purchases and leases of Project-related tangible personal property (goods, materials, fixtures, equipment, tools, supplies, etc.) (**Project Personal Property**), to the greatest reasonably feasible extent.
  3. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that, to the greatest reasonably feasible extent, sellers and lessors of Project Personal Property either:
    - a. have a physical presence within California; or
    - b. if located out of state, collect and pay California use tax.
- B. Taxable Purchasing Procedures must include the following, to the greatest reasonably feasible extent (**Direct Payment Procedures**):
1. Design-Build Team and all Subcontractors and Designers (of all tiers) with Project-related contracts equal to or exceeding \$5 Million dollars (or other amount must approved by the BOE) (**Eligible Subcontractors**) must obtain a California State Board of Equalization (BOE) sub-permit for the Project Site and allocate all Project-related sales and use tax to the County of Stanislaus. Before performing any Work at the Project Site, Design-Build Team and each Eligible Subcontractor must provide Owner with a copy of its sub-permit or an official statement that sales and use tax is not applicable to its portion of the Project.
  2. When filing quarterly sales and use tax returns, Design-Build Team and all Eligible Subcontractors must record local taxes on Schedule C (Detailed Allocation by Suboutlet) rather than Schedule B (Allocation by County).
  3. Design-Build Team and Subcontractors and Designers (of all tiers), regardless of Project contract size, shall directly allocate to the County of Stanislaus sales and use tax on all Project Personal Property with a total value exceeding \$250,000 that is shipped to the Project Site from an out-of-state supplier, using Schedule F when filing sales and use tax forms with the BOE.
  4. Design-Build Team and all Subcontractors and Designers (of all tiers), regardless of Project contract size, must provide Owner with copies of all eligible returns and supporting documentation for review and approval at least ten days in advance of submission to the BOE. (This is essential as Owner understands that the BOE will not make retroactive allocation adjustments should revenues be allocated to the countywide pool rather than the Project Site.)
  5. Before performing any Work at the Project Site, Design-Build Team and each Subcontractor and Designer (of all tiers), regardless of Project contract size, must provide

Owner with a formal written document stating that their appropriate staff member(s) responsible for filing tax documents (a) have been instructed on these Taxable Purchasing Procedures, (b) will prepare their returns so that to the greatest reasonably feasible extent the local share of sales use tax paid with respect to Project Personal Property) will be allocated to the County of Stanislaus.

- C. Taxable Purchasing Procedures must also include periodic Design-Build Team reporting (on behalf of itself and its Subcontractors and Designers), and Owner monitoring, audit and enforcement rights.
- D. Taxable Purchasing Procedures may include exclusions for out-of-state vendors that perform at most nominal or incidental Work within Stanislaus County or on the Project Site.
- E. Design-Build Team must provide an initial proposed Taxable Purchasing Procedures within 20 Days of execution of this Agreement. Owner and Design-Build Team will use good faith efforts to finalize them within ten Days thereafter. If the parties are unable to agree, Owner will determine the final Taxable Purchasing Procedures consistent with this Paragraph 1.05, and if Design-Build Team disagrees it may file a claim under Document 00 7253 (General Conditions).
- F. The final Taxable Purchasing Procedures will become an attachment to this Agreement and incorporated herein.

## **ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK**

### **2.01 Commencement of Work**

- A. Design-Build Team shall commence Work on the date indicated in the applicable Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

### **2.02 Completion of Work**

- A. Design-Build Team shall achieve Final Completion of the entire Work no later than January 4, 2018. If the date of commencement is modified or altered from the current, estimated date of 4/25/16, as specified in Article 2.01B, the dates specified in this Article 2.02 and in Article 2.03 will be adjusted accordingly.

### **2.03 Design and Construction Milestones**

- A. Design-Build Team shall also complete design and construction of the Project consistent with the following milestones.
  - 1. Design Package #1 Construction Drawings Submitted to County, BSCC and State Fire Marshall: Completion by July 11, 2016 (Note: Design-Build Team shall not submit Design Package #1 directly to BSCC or SFM);
  - 2. Design Package #2 Balance of Project Construction Drawings Submitted to County, BSCC and State Fire Marshall: Completion by October 10, 2016 (Note: Design-Build Team shall not submit Design Package #1 directly to BSCC or SFM);
  - 3. Substantial Completion of Entire Project: November 20, 2017;
  - 4. Certificate of Beneficial Occupancy of entire Project: Recorded by January 4, 2018;
  - 5. Staffing and Occupancy Complete April 4, 2018



## **2.04 Liquidated Damage Amounts**

- A. Owner and Design-Build Team recognize that time is of the essence of this Agreement and that Owner will suffer financial loss, if the Work is not completed within the time specified herein, taking into account any extensions thereof allowed in accordance with the Contract Documents.
- B. Consistent with terms, conditions, stipulations and limitations in Document 00 7253 (General Conditions) regarding liquidated damages, Design-Build Team and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any applicable portion, Owner and Design-Build Team agree that Design-Build Team shall pay Owner as liquidated damages the number of Dollars provided below:
  - 1. As liquidated damages for delay, Design-Build Team shall pay Owner Five Thousand Dollars (\$5,000.00) for each Day that expires after the time specified herein for Design-Build Team to achieve the Final Completion of the entire Work (paragraph 2.02A above), until achieved.

## **2.05 Scope of Liquidated Damages**

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

## **ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING**

### **3.01 Owner's Project Manager**

- A. Owner has designated Patricia Hill Thomas as its Project Manager to act as Owner's Representative in those matters relating to the Contract Documents that do not require Board of Supervisors approval.
- B. To the extent Board of Supervisors approval is not required, Project Manager shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. By this clause, Project Manager is not assigned any rights or obligations that require Board of Supervisors approval.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.
- D. Exceptions to the foregoing Article 3.01 shall be in accordance with Public Contract Code 20142 in which case authority has been delegated to TBD.

### **3.02 Design-Build Team's Project Manager and Key Personnel**

- A. Design-Build Team has designated Karl Journeay as its Sr. Project Manager to act as Design-Build Team's Representative in all matters relating to the Contract Documents. For the construction phase, the Sr. Project Manager shall be resident at the Project Site and shall be devoted solely to the Project. Design-Build Team's Sr. Project Manager shall be the single point of contact for all Project communications between Owner and Design-Build Team, and shall be responsible for distributing all communications from Owner and Owner's consultants (including

without limitation from Bridging Architect or Construction Manager on Owner's behalf) to Design-Build Team's Superintendent and others as Design-Build Team deems appropriate.

- B. Design-Build Team's Proposal lists the key personnel identified on Attachment 2 Design-Build Team intends to provide to the Project to perform its design, construction and obligations under the Contract Documents, and their anticipated start times, anticipated duration of commitment to work on the Project, and for each duration percentage of commitment to work on the Project (together, "Key Personnel"). Design-Build Team represents that such staff have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract Documents and that at all times Design-Build Team shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract Documents

Design-Build Team may not change the identity of its Project Manager or any other Key Personnel without prior Owner written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.

- C. Design-Build Team acknowledges that the quality and qualifications of the Key Personnel were important factors in Owner's selection of Design-Build Team for the Project. Design-Build Team and Owner agree that the personal services of the Key Personnel is a material term of the Contract Documents, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the Owner, the measure of which would be impractical or extremely difficult to fix, and in lieu of which Owner and Design-Build Team have agreed to liquidated damages as described below:

- 1. For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Design-Build Team's Key Personnel staffing schedule, Owner may assess once and Design-Build Team shall accept liquidated damages in the amount of six (6) times the gross monthly salary for the substituted Key Personnel.

- D. Liquidated damages for substitution of Key Personnel shall be deducted from the next applicable Application for Payment or, if insufficient, shall be paid by Design-Build Team.
- E. No liquidated damages shall under be due under this paragraph 3.02 for any substitution required due to death, incapacity or employment termination of a Key Personnel.
- F. Pursuant to Labor Code Section 1771(a), Design-Build Team covenants that it will award contracts and subcontracts for Project Work, only to Subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Design-Build Team shall obtain proof of such registration from all such Subcontractors and provide it to Owner along with each Document 00 4330 (Subcontractors List)

### **3.03 Bridging Architect**

- A. HOK furnished the Bridging Documents (Performance Criteria and Concept Drawings) and shall have the rights assigned to Bridging Architect in the Contract Documents.

### **3.04 Construction Manager**

- A. Owner has delegated certain of Project Administrator's rights to Owner's Construction Manager, and may delegate further rights with notice to Design-Build Team.

## ARTICLE 4 - CONTRACT DOCUMENTS

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

Document 00 4330	Subcontractors List and all amendments thereto, as set forth in Public Contract Code Section 22160
Document 00 5100	Notice of Conditional Award
Document 00 5200	Agreement
Document 00 5201	Bridging Documents & Annex 1
Document 00 5500	Notice to Proceed with Construction
Document 00 5501	Notice to Proceed with Design Services
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6200	Withheld Contract Funds Certification
Document 00 6290	Escrow Agreement for Security Deposit in Lieu of Retention
Document 00 6325	Substitution Request Form
Document 00 6530	Agreement and Release of Any And All Claims
Document 00 6536	Guaranty
Document 00 7253	General Conditions
Document 00 7300	Supplemental General Conditions (including attached PDCA and BSCC Agreement)
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
Document 00 7330	Labor Compliance Program
Document 00 7380	Apprenticeship Programs
Addendum No. 1, issued January 22, 2016	
Addendum No. 2, issued January 29, 2016	
Addendum No. 3, issued February 17, 2016	
Addendum No. 4, issued February 18, 2016	
Division 01 Sections identified in Document 00 0110 Table of Contents	
Final Construction Documents (following receipt of all approvals required by other Contract Documents), whether included in the final Document 00 0115 (List of Construction Documents) or in the final Document 00 5201 provided by Design-Build Team in accordance with Section 01 1101 (Summary of Work – Design-Build Design Services) paragraph 2.02, Document 00 4330 (Subcontractors List) or otherwise.	

**4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7253 (General Conditions). Design-Build Team's Proposal for County of Stanislaus dated April 11, 2016 is attached hereto for reference purposes, and for matters specifically identified in this Agreement.

## ARTICLE 5 - MISCELLANEOUS

**5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7253 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein. Prior to executing this Agreement, Design-Build Team has performed all required pre-construction investigations required and described in the Contract Documents.

**5.02** Design-Build Team shall include the following Owner addressees on all ordinary course Project communications:

Patricia Hill Thomas  
Stanislaus County Capital Projects  
1010 Tenth Street, Suite 6800  
Modesto, CA 95354

**5.03** In addition to the above, all notices to Design-Build Team and the other party (including requests, demands, approvals or other communications other than ordinary course Project communications) in connection with the Project shall be in writing and shall include the word "NOTICE" in the subject line and shall be directed as follows.

**County of Stanislaus**

Patricia Hill Thomas  
Stanislaus County Capital Projects  
1010 Tenth Street, Suite 6800  
Modesto, CA 95354

**Design-Build Team**

Bryan Todd, Vice President  
Roebbelen Contracting, Inc.  
1241 Hawks Flight Court  
El Dorado Hills, CA 95762

with a copy to:

Rick Bruining, Design Manager  
Roebbelen Contracting, Inc.  
1241 Hawks Flight Court  
El Dorado Hills, CA 95762

- A. Notice shall be sufficiently given for all purposes as follows:
1. When personally delivered to the recipient, notice is effective on delivery.
  2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
  3. 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.
  4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this paragraph 5.03.
- B. 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.
- C. 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, by giving the other party notice of the change in any manner permitted by this paragraph 5.03.
- D. The provisions of this paragraph 5.03 shall not alter, modify or excuse any legal or contractual requirement relating to claims under Document 00 7253 (General Conditions) Article 12.

**5.04** In order to induce Owner to enter into this Agreement, Design-Build Team represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Design-Build Team is duly qualified to conduct business in the State of California; that Design-Build Team has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Team.

**5.05** Pursuant to Labor Code Section 1771(a), Design-Build Team represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Design-Build Team covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

**5.06** Design-Build Team commits to Owner that Design-Build Team and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, as required by Public Contract Code Section 22164(c). Design-Build Team understands that (a) an "Apprenticeable occupation" means an occupation for which the chief had approved an apprenticeship program pursuant to Section 3075 of the Labor Code prior to January 1, 2014 and (b) "Skilled and trained workforce" means a workforce that meets all of the following conditions:

- (i) All the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards.
- (ii) (I) As of January 1, 2016, at least 20 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.  
(II) As of January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.  
(III) As of January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.  
(IV) As of January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.  
(V) As of January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

**5.07** Design-Build Team shall not assign any portion of the Contract Documents.

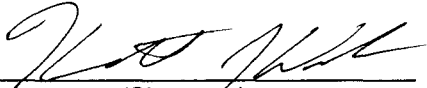
**5.08** Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or


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

- 5.09** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.010** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Design-Build Team or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Build Team, without further acknowledgment by the parties.
- 5.011** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Design-Build Team will be required to secure the payment of compensation to his employees. Design-Build Team represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design-Build Team shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 5.012** Owner shall have the right to review all phases of Design-Build Team's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Design-Build Team of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design-Build Team, consistent with these Contract Documents. Design-Build Team's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.
- 5.13** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Stanislaus.

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

**DESIGN-BUILD TEAM: ROEBBELEN CONTRACTING, INC.**

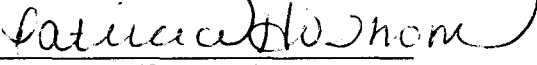
By:   
(Signature)  
KENNETH WENHAM  
(Typed Name)

By:   
(Signature)  
Robert McLean  
(Typed Name)

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

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


**OWNER: COUNTY OF STANISLAUS**

By:   
(Signature)

Patricia Hill Thomas  
(Print Name)

Project Manager  
(Title)

APPROVED AS TO FORM AND LEGALITY  
THIS 15 DAY OF April, [20116]

By:   
County Counsel

John P. Doering  
(Print Name)

RESOLUTION NO. \_\_\_\_\_

**END OF DOCUMENT**

Attachment 1

**ALTERNATES\***  
(See Agreement 1.03)

<b>Alternate Number / Name</b>	<b>Proposal Price</b>	<b>County Decision Point Date</b>
ITEM 9 – Enhanced power monitoring	\$149,580	6/9/2016
ITEM 10 - Eliminate all landscape planting (must still meet SWPPP requirements)	(\$95,000)	2/4/2017
ITEM 11 - Use chain link at stair enclosures	(\$80,965)	8/10/2016
ITEM 12 - Use Alternate Design at Admin. Building with punched opening	\$0	N/A
ITEM 13 - Reduce ballistic glazing by 50%	(\$4,170)	11/1/2016
ITEM 14 - Remove skylights at Security Control	(\$21,164)	2/1/2017
ITEM 15 - Switch from LED lights to Fluorescent and Sodium lights	(\$30,000)	8/10/2016

\* As defined in Best and Final Proposal Form attached as Annex 2 for reference.

**UNIT PRICES**  
(See Agreement 1.05)

<b>ITEM</b>	<b>UNIT PRICE DESCRIPTION</b>	<b>PRICE (per unit)</b>	<b>County Decision Point Date</b>
18.	24" Box Trees	\$374	4/1/2017
19.	15 gallon trees	\$33	4/1/2017
20.	5 gallon shrubs	\$17	4/1/2017
21.	1 gallon shrubs/vines	\$16	4/1/2017
22.	Turf sod (per square foot)	\$3	4/1/2017
23.	Decomposed granite (per square foot)	\$7	4/1/2017
24.	Medium Security Detention Grade Receptacle	\$689	9/1/2016
25.	Provide fixed camera, including mounting, programming (both on HMI and CCTV server), recording storage (per Specification requirements), and licensing	\$6,370	9/1/2016
26.	Provide PTZ camera, including mounting, programming (both on HMI and CCTV server), recording storage (per Specification requirements), and licensing	\$8450	9/1/2016
27.	Master Intercom Station	\$3900	9/1/2016



28.	Video Monitoring Station including computer software and 23" monitor and Programmable Keyboard Controller	\$10,140	9/1/2016
29.	Paging speaker (wall mounted)	\$1,339	9/1/2016
30.	Paging speaker (ceiling mounted)	\$1,339	9/1/2016
31.	Card reader	\$2,763	9/1/2016
32.	Redundant HMI Station, including identical PC & 23" Monitor, Software, Licensing, and associated programming.	\$24,700	9/1/2016
33.	One run 6 pairs of single-mode optic fiber for 250 feet	\$8,515	9/1/2016
34.	One run 6 pairs of multi-mode optic fiber for 250 feet	\$8,125	9/1/2016
35.	Duress Station, under-desk	\$2,262	9/1/2016
36.	Duress Station, wall-mounted	\$2,366	9/1/2016
37.	Provide DPS, wiring terminations for DPS monitoring and door control, and programming into each touchscreen HMI	\$2,326	9/1/2016

Attachment 2

**KEY PERSONNEL**  
(See Agreement 3.02)

<b>Position</b>	<b>Name</b>	<b>Start times, anticipated durations**, and for each duration percentage of commitment to work on the Project</b>
Senior Project Manager	Karl Journeyay	Design @ NTP – 50%; Constr. @ Mobilization – 100%
Design Manager	Rick Bruining	Design @ NTP – 50%; Constr. @ Mobilization – 20%
General Superintendent	Mike Johnson (Corporate)	Design @ NTP – 10%; Constr. @ Mobilization – 10%
Superintendent	Jim Peterson	Design @ NTP – 50%; Constr. @ Mobilization – 100%
Architect of Record	Maynard Feist	Design @ NTP – 40%; Constr. @ Approved Drawings – 25%
Design Architect	Richard Hoerner	Design @ NTP – 85%; Constr. @ Approved Drawings – 100%
Quality Control Manager	Mike Cox	Design @ NTP – 30%; Constr. @ Mobilization – 100%
Safety Manager	Jim Peterson	Design @ NTP – 0%; Constr. @ Mobilization – 100%

\*\* Note: The duration of each assignment is through the completion of each phase listed, that is, all the way through Design, through Approved Drawings, and through Construction.

Final

Annex 1

**FINAL MITIGATION & REPORTING PLAN (MMRP)  
STANISLAUS COUNTY PUBLIC SAFETY CENTER**

**[Attached]**

**MITIGATED NEGATIVE DECLARATION**  
**JUNE 1, 2012**

**NAME OF PROJECT:** Stanislaus County Public Safety Center Expansion

**LOCATION OF PROJECT:** 200 - 450 Hackett Road, in the Ceres area (just east of Crows Landing and north of Service Road). APNs: 086-015-014 and 015

**PROJECT DEVELOPER:** Stanislaus County  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

**DESCRIPTION OF PROJECT:** Request to expand the existing Stanislaus County Public Safety Center inclusive of a jail expansion, related support facilities, and a new Community Corrections Center. The overall expansion would include an additional 648 beds and 116 additional staff located within approximately 234,388 square feet of new construction. Additionally, the project envisions buildout of an updated Master Plan that would include a maximum of 1,374 beds and support facilities within approximately 591,347 square feet. The facility is located on a 126.53± acre County-owned property.

Based upon the Initial Study, dated **February 8, 2012**, the Environmental Coordinator finds as follows:

1. This project does not have the potential to degrade the quality of the environment, nor to curtail the diversity of the environment.
2. This project will not have a detrimental effect upon either short-term or long-term environmental goals.
3. This project will not have impacts which are individually limited but cumulatively considerable.
4. This project will not have environmental impacts which will cause substantial adverse effects upon human beings, either directly or indirectly.

The aforementioned findings are contingent upon the following mitigation measures (if indicated) which shall be incorporated into this project:

1. *All exterior lighting shall be designed to ensure that lighting standards are appropriate for the location and security needs, and will minimize, to the extent possible, glare impacts to neighboring residential areas.*
2. *Construction of the project shall comply with standardized dust controls adopted by the San Joaquin Valley Air Pollution Control District **and incorporate best management practices to reduce construction related PM 10 exhaust and Nox emissions. Best management practices shall be enforced through construction contracts and shall include requirements including, but not limited to, off-road construction equipment used on site achieving fleet average emissions equal to or less than the Tier II emissions standard of 4.8 g/hp-hr Nox.***

3. *In the event that any previously unidentified archaeological or paleontological resources are uncovered during construction activity, all such activity shall cease until these resources have been evaluated by a qualified archaeologist and specific mitigation measures can be implemented to protect these resources. Mitigation measures could include site evaluation, site boundary determinations, removal of isolated findings, data recovery excavations, or project re-design to protect the resource. Additionally, in the event that any human remains are uncovered during site preparation, excavation, or other construction activity, all such activity shall cease until these resources have been evaluated by the County Coroner, and appropriate action taken in coordination with the Native American Heritage Commission. Further actions could include removal of the remains or project re-design to afford protection.*
4. *To the greatest extent feasible, the project will comply with the City's adopted Green House Gas Mitigation Measure as follows: Implement Greenhouse Gas Emissions Reduction Measures. Development projects within the Plan area shall demonstrate GHG emissions reductions to comply with State and Federal requirements, as feasible, through implementation of SJVAPCD GHG emission reduction measures or quantification of reduction from additional measures.*
5. *Pursuant to NPDES requirements, development project applicants in the Plan area shall develop a SWPPP to protect water quality during and after construction. Prior to construction, the County or their contractor shall file with the State Water Resources Control Board a Notice of Intent to comply with the General Permit for Storm Water Discharges Associated with Construction Activities (General Permit) under the NPDES regulations, and comply with the requirements of the permit to minimize pollution to storm water discharge during construction activities.*
6. *Implement BMPs for Protection of Groundwater Quality and Supply. To the extent feasible, the County shall provide storm water management measures to maximize on-site infiltration of runoff from public facility and open space areas. Possible measures include design and construction of pervious surface areas, and infiltration swales and basins.*
7. *A Grading and Drainage Plan with engineering calculations shall comply with State of California or City of Ceres' Standards and be approved or found to be acceptable prior to construction.*
8. *Noise levels at residential property lines from non-residential development shall be maintained within the City of Ceres Noise Limits. To the extent possible, noise barriers, equipment screens, fan sound attenuators, and other standard noise controls shall be incorporated into building design as necessary.*
9. *During construction, the measures defined by the West Landing Specific Plan EIR Mitigation Measures Noise-4 and Noise-5 shall be implemented where applicable and where feasible to reduce noise and vibration impacts to adjacent residential neighborhoods.*

10. *Prior to construction being initiated, the County and City of Ceres will coordinate for the project to participate in the local traffic impact fee developed as part of Amendment #1 to the West Landing Specific Plan Public Facilities Financing Plan. The local impact fee was determined to be \$840 per peak PM hour trip. As the Public Safety Center is estimated to generate an additional 120 peak PM trips, the total local impact fee associated with this project is expected to be approximately \$108,000. This mitigation may be phased in as the project develops **provided that fees are received by the City of Ceres prior to occupancy of any building.***
11. *Prior to construction of the full buildout of ~~Service Road~~, Stanislaus County will dedicate the appropriate width of **Service Road** right-of-way to allow for complete construction of a 142-foot Expressway.*
12. *Prior to construction of the full buildout of ~~Crows Landing Road~~, Stanislaus County will dedicate the appropriate width of **Crows Landing Road** right-of-way on the Agricultural Center property to allow for complete construction of a 123-foot Arterial.*
13. *Hackett Road to the east of Crows Landing Road will continue to be posted and enforced as a "No Parking" zone, and will not be extended to the east to cross the Union Pacific Railroad.*
14. *As necessary, and in consultation with the City of Ceres, Stanislaus County will provide adequate dedication on the southeast corner of Crows Landing and Hackett Roads to facilitate construction of roadway improvements at this intersection.*

The Initial Study and other environmental documents are available for public review at the Department of Planning and Community Development, 1010 10th Street, Suite 3400, Modesto, California.

Initial Study prepared by: Bill Carlson, Senior Planner

Submit comments to: Stanislaus County  
Planning and Community Development Department  
1010 10th Street, Suite 3400  
Modesto, California 95354

# Stanislaus County

## Planning and Community Development

1010 10th Street, Suite 3400  
Modesto, CA 95354

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

### Mitigation Monitoring Plan

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

June 1, 2012

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

#### MITIGATION MEASURES AND MONITORING PROGRAM:

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

#### I. AESTHETICS

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

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

#### III. AIR QUALITY

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

Who Implements the Measure:	Applicant.
When should the measure be implemented:	At any time construction takes place.
When should it be completed:	Upon completion of construction.
Who verifies compliance:	<b><u>Stanislaus County Capital Projects.</u></b>
Other Responsible Agencies:	San Joaquin Valley Air Pollution Control District.

## **V. CULTURAL RESOURCES**

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

Who Implements the Measure:	Applicant.
When should the measure be implemented:	At any time construction takes place.
When should it be completed:	Upon completion of construction.
Who verifies compliance:	<b><u>Stanislaus County Capital Projects.</u></b>
Other Responsible Agencies:	<b><u>City of Ceres Planning Department and Stanislaus County Planning Department.</u></b>

## **VII. GREENHOUSE GAS EMISSIONS**

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

Who Implements the Measure:	Applicant.
When should the measure be implemented:	At any time construction takes place.
When should it be completed:	Upon completion of construction.
Who verifies compliance:	<b><u>Stanislaus County Capital Projects.</u></b>
Other Responsible Agencies:	<b><u>City of Ceres Planning Department and Stanislaus County Planning Department.</u></b>



**IX. HYDROLOGY AND WATER QUALITY**

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

Who Implements the Measure: Applicant.

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

When should it be completed: Upon completion of construction.

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

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

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

Who Implements the Measure: Applicant.

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

When should it be completed: Upon completion of construction.

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

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

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

Who Implements the Measure: Applicant.

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

When should it be completed: Upon completion of construction.

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

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

**XII. NOISE**

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

Who Implements the Measure: Applicant.  
When should the measure be implemented: Ongoing.  
When should it be completed: Ongoing.  
Who verifies compliance: **Stanislaus County. Capital Projects.**  
Other Responsible Agencies: **City of Ceres Planning Department /Public Safety and Stanislaus County Planning Department.**

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

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

**XVI. TRANSPORTATION/TRAFFIC**

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

Who Implements the Measure: Applicant.  
When should the measure be implemented: Ongoing.  
When should it be completed: Ongoing.  
Who verifies compliance: Stanislaus County **Capital Projects.**

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

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

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

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

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

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

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

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

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

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

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

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

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

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

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

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

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

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

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

\_\_\_\_\_ Date

Final

Annex 2

**A copy of Document 00 4200, Design-Build Team's Best and Final Proposal dated 4/11/2016,  
appended to this Document 00 5200 as Annex 2 for reference**

**[Attached]**

DOCUMENT 00 4200

PROPOSAL FORM

Owner will receive sealed Proposals for the below-described public work at the County Clerk's Office, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, California 95354 on Wednesday, February 24, 2016. Proposals shall be due before 2:00 p.m. as determined by the time and date stamp clock in the County Clerk's Office.

COUNTY OF STANISLAUS SB 1022  
REENTRY AND ENHANCED ALTERNATIVES TO CUSTODY TRAINING (REACT)  
CENTER PROJECT

CERES, CALIFORNIA

TO THE COUNTY OF STANISLAUS: Patricia Hill Thomas

THIS PROPOSAL IS SUBMITTED BY: Roebbelen Contracting, Inc.

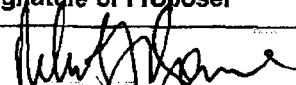
1.01 **Submission of Proposal.** The undersigned Design-Build Team proposes and agrees, if this Proposal is accepted, to enter into an agreement with the COUNTY OF STANISLAUS, a public entity ("Owner") in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish the Work specified of the Contract Documents and this Proposal.

1.02 This Proposal consists of this Document 00 4200 and the following required documents identified in Document 00 1119 (Request for Proposals), submitted herewith:

Date	Description
	Proposal Security
	04300 - Subcontractor List
	004576 - Design-Build Team Certifications
	004519 - Non-Collusion Declaration
	004520 - Iran Contracting Act Certifications
	Letter from Surety, Letter from Insurer, & Technical Proposal

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

1.04 **In Submitting this Proposal, Proposer Represents:**  
a. Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged):

Addendum Number	Addendum Date	Signature of Proposer
1	1/22/2016	

2	1/29/2016	<i>Robert Malone</i>
3	2/17/2016	<i>Robert Malone</i>
4	2/18/2016	<i>Robert Malone</i>

- b. Proposer acknowledges receipt of Pre-Proposal Conference minutes, if any.
- c. Proposer has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00 5200 (Agreement), Article 5 and Document 00 7253 (General Conditions), Article 3.
- d. Proposer has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Bridging Documents or other Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Design-Build Team.
- e. Proposer acknowledges that different methods will be used determine (1) the number of points that Proposer may receive on account of this Proposal; and (2) the exact scope of Work of Contract Documents and associated Contract Sum. Proposer acknowledges that Proposer's ultimate scope of Work and associated Contract Sum (if it is awarded the Contract) may be different than any amount or specific combination of Work indicated in this Proposal.

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

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

**PART I**

ROM PRICING 2-12-15

ITEM	DESCRIPTION (BASE PRICE)	PRICE
1.	Base Project (All Work of Contract Documents including without limitation Bridging Documents)	\$31,168,153
2.	Accelerate schedule by 30 days to 13 months	\$300,000
<b>Total Base Price</b>	<b>GRAND TOTAL ITEMS 1 - 2</b>	<b>\$31,468,153</b>

*To score 20 points, the Total Base Price cannot exceed \$30,648,508.00, including design fees. Only the Proposer with the lowest Total Base Price will be awarded an additional 5 points for a total of 25 points.)*

Total Base Price (in words): *Thirty-one million four hundred sixty-eight thousand one hundred fifty-three dollars and 00/100's.*

**PART II**

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY	PRICE	DECISION POINT DATE
3.	Add TV cabling and TV's in cells/rooms (Bridging Documents Additive Alternate No. A1)	\$59,400	10/1/2017
4.	Add dayroom exhaust fans ((Bridging Documents Additive Alternate No. A2)	\$67,500	9/1/2016
5.	Add Cornucopia Road Extension <sup>1</sup> (Bridging Documents Additive Alternate No. A3)	\$437,375	6/2/2016
6.	Add 400KW Generator Set including ATS (Bridging Documents Additive Alternate No. A4)	\$155,520	<sup>2</sup> 4/19/2017
<b>GRAND TOTAL ITEMS 1 - 6</b>		<b>\$32,187,948</b>	

*Each Proposer whose Grand Total for Items 1 - 6 is within \$31,528,212.00 construction cost (including design fees) will receive an additional 10 points. Each other Proposer will receive fewer points in order from lowest price to highest price for Grand Total for Items 1 - 6.*

**PART III**

ITEM	ADDITIONAL ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY	PRICE	DECISION POINT DATE
7.	Water Management System(Bridging Documents Additive Alternate No. A5)	\$157,680	9/1/2016
8.	Add 1 skylight per dayroom to the base bid for a total of 2 skylights per dayroom (Bridging Documents Additive Alternate No. A6)	\$102,649	9/1/2016
9.	Enhanced power monitoring (Bridging Documents Additive Alternate No. A7)	\$149,580	6/9/2016
<b>GRAND TOTAL ITEMS 1 - 9</b>		<b>\$32,597,857</b>	

*Each Proposer whose Grand Total for Items 1 - 9 is within \$31,778,212.00 construction cost (including design fees) will receive an additional 5 points. Each other Proposer will receive fewer points in order from lowest price to highest price for Grand Total for Items 1 - 9.*

**PART IV**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTIONS	PRICE	DECISION POINT DATE
10.	Eliminate all landscape planting (must still meet SWPPP requirements) (Bridging Documents Deductive Alternate No. D1)	( -\$95,000 )	2/1/2017
11.	Use chain link at stair enclosures (Bridging Documents Deductive Alternate No. D2)	( -\$80,965 )	8/10/2016
12.	Use Alternate Design at Admin. Building with punched opening (Bridging Documents Deductive Alternate No. D3)	( \$0 )	N/A
13.	Reduce ballistic glazing by 50% (Bridging Documents Deductive Alternate No. D4)	( -\$4,170 )	11/1/2016
14.	Remove skylights at Security Control (Bridging Documents Deductive Alternate No. D5)	( -\$21,164 )	2/1/2017
15.	Switch from LED lights to Flourescent and Sodium lights (Bridging Documents Deductive Alternate No. D6)	( -\$30,000 )	8/10/2016

<sup>1</sup> At County's option, this scope of work may be the subject of a separate construction contract executed at the same time as the design-build contract.

<sup>2</sup> The decision point date for this item must be no earlier than 4/19/17

//



16.	Allowance (Bridging Documents Deductive Alternate No. D7)	( -\$200,000 )	N/A
<b>AGGREGATE FOR ALL DEDUCTIVE ITEMS 10-16</b>		( -\$431,299 )	
<p><i>Those Proposers whose Deductive Alternate pricing and Decision Point Dates are adjudged to be competitively superior to those of other Proposers will receive an additional 5 points for this Part IV. Each other Proposer will receive fewer points in order from most superior to least superior. Points will be used solely for purpose of scoring. County reserves the right to select those Alternates it deems suitable within the times identified within the Decision Point Dates.</i></p>			

**PART V**

<p><b>Proposed Reduction in Scope of Work—If Necessary</b></p> <ul style="list-style-type: none"> <li>Proposers exercising this option must include (i) Proposed Reduction in Scope of Work—if Necessary and prices therefor (that shall be deductive prices) on <u>Schedule V</u> attached hereto, (ii) a price for Proposal Item 17 below, and (iii) a price for Total Price Package below, and must include Proposed Reduction in Scope of Work—if Necessary and prices therefor to the extent necessary (although they <u>may</u> include more) to permit Proposer to provide a Project for not more than \$30,348,508.00.</li> <li>Any proposed Reduction in Scope of Work – If Necessary cannot include a reduction in the total number of beds.</li> <li><b>Other Proposers</b> may, in their sole discretion, include pricing for recommended Proposed Reduction in Scope of Work, and prices therefor (which shall be deductive prices) on <u>Schedule V</u> attached hereto, but should <b>not</b> include a price for Proposal Item 17 below or a price for Total Price Package within this Part V.</li> </ul>		
17.	Deductive Items-If Necessary (See <u>Schedule V</u> )	( )
<p><b>GRAND TOTAL ITEMS 1 AND 17</b></p> <ul style="list-style-type: none"> <li>Cannot exceed Stipulated Sum of \$30,348,508.00</li> </ul>		<u>\$31,168,153</u>

**PART VI. UNIT PRICES**

ITEM	UNIT PRICE DESCRIPTION	PRICE (per unit)	DECISION POINT DATE
18.	24" Box Trees	\$374	4/1/2017
19.	15 gallon trees	\$33	4/1/2017
20.	5 gallon shrubs	\$17	4/1/2017
21.	1 gallon shrubs/vines	\$16	4/1/2017
22.	Turf sod (per square foot)	\$3	4/1/2017
23.	Decomposed granite (per square foot)	\$7	4/1/2017
24.	Medium Security Detention Grade Receptacle	\$689	9/1/2016
25.	Provide fixed camera, including mounting, programming (both on HMI and CCTV server), recording storage (per Specification requirements), and licensing	\$6,370	9/1/2016

26.	Provide PTZ camera, including mounting, programming (both on HMI and CCTV server), recording storage (per Specification requirements), and licensing	\$8,450	9/1/2016
27.	Master Intercom Station	\$3,900	9/1/2016
28.	Video Monitoring Station including computer software and 23" monitor and Programmable Keyboard Controller	\$10,140	9/1/2016
29.	Paging speaker (wall mounted)	\$1,339	9/1/2016
30.	Paging speaker (ceiling mounted)	\$1,339	9/1/2016
31.	Card reader	\$2,763	9/1/2016
32.	Redundant HMI Station, including identical PC & 23" Monitor, Software, Licensing, and associated programming.	\$24,700	9/1/2016
33.	One run 6 pairs of single-mode optic fiber for 250 feet	\$8,515	9/1/2016
34.	One run 6 pairs of multi-mode optic fiber for 250 feet	\$8,125	9/1/2016
35.	Duress Station, under-desk	\$2,262	9/1/2016
36.	Duress Station, wall-mounted	\$2,366	9/1/2016
37.	Provide DPS, wiring terminations for DPS monitoring and door control, and programming into each touchscreen HMI	\$2,236	9/1/2016

**PART VIII. CONTRACT MODIFICATION RATES FOR ARCHITECT / ENGINEERS**

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

ITEM	DESCRIPTION	PRICE
49.	Hourly Rate for Architect	\$170.00   185.00 <i>PA</i>
50.	Hourly Rate for Engineer	\$180.00

Design-Build Team represents that the foregoing rates do not exceed, and acknowledges and agrees that such rates may not exceed, the applicable personnel's regular rates for work and services on other California public entity projects. These rates shall remain fixed throughout the entire Project.

- 1.06 **Owner Right to Reject this Proposal.** The undersigned understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion.
- 1.07 **Acceptance of this Proposal.** If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned within the time described in the documents listed in Document 00 1119 (Request for Proposals) as a condition of award, all within the time and in the manner specified above and in these Contract Documents. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
- 1.08 **Proposal Security.** The undersigned encloses a certified check or cashier's check of a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of 10% of the Total Base Price of the Project made payable to the COUNTY OF STANISLAUS.

1.09 **Principals.** The names of all persons interested in the foregoing Proposal as principals are:  
(IMPORTANT NOTICE: If Design-Build Team or other interested person (including any partner or joint venturer of any partnership or joint venture Design-Build Team, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Design-Build Team or other interested person is an individual, give first and last names in full).

Kenneth J. Wenham, President Robert J. Kjome, Executive Vice President

Frank Lindsay, Vice President Robert McLean, Executive Vice President

Licensed in accordance with an act for the registration of Design-Build Teams, and with license number:

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

Roebbelen Contracting, Inc.  
[Name of Design-Build Team]

By: 

Title: Robert J. Kjome, Executive Vice President

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

Business Address: 1241 Hawks Flight Ct, El Dorado Hill, CA 95762

Telephone Number: 916-939-4000

Fax Number: 916-939-4027

E-Mail Address: estimating@roebbelen.com

Date of Proposal: 4/11/2016

**END OF DOCUMENT**



# R.E.A.C.T.



*Making a Difference for a Safe Community*

Stanislaus County Board of Supervisors  
Agenda Item B-4 April 19, 2016



Patricia Hill Thomas  
Chief Operations Officer-Project Manager

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# R.E.A.C.T.

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“Don't let the fear of striking out hold you back”

Babe Ruth

*Making a Difference for a Safe Community*



Adam Christianson  
Sheriff-Coroner

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**Housing** ▲

**Physical &  
Mental Health** ▲

**Programs  
(REACT)** ▲

**Day Reporting** ▲

**Probation** ▲

**Community** ▲

◀ **In Custody**

**Release** ▶





# Why REACT

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- ❑ Focus on enhancing programs and services to aid transition outside the Public Safety Center Secure Perimeter.
  
- ❑ REACT Center Will Expand the Continuum of Care by:
  - Constructing 288 Beds
  - Provide Much Needed Program Space
  - Connection to the Day Reporting Center
  - Will also Close the Antiquated Downtown Jail



# R.E.A.C.T.



- REACT will fill the gap between incarceration and return to community
- REACT will provide individual opportunities for people to make positive change
- To complete the cycle of recovery
- For a safer community

# For a Safe Community

SB 81



COMPLETED  
On time  
Under budget

Day  
Reporting  
Center



COMPLETED  
On time  
Under budget

# For a Safe Community

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## AB 900

Max Security,  
Medical,  
Mental  
Health



80% COMPLETE  
On time  
On budget

Intake,  
Release,  
Administration



80% COMPLETE  
On time  
On budget

# For a Safe Community

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Unit II



COMPLETED  
On time  
Under budget

# REACT Center – For a Safe Community

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# REACT Center –

## Goals to be accomplished through this Project

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- ❑ Centralize adult detention functions at the Public Safety Center site

*Efficient Delivery of Public Services*

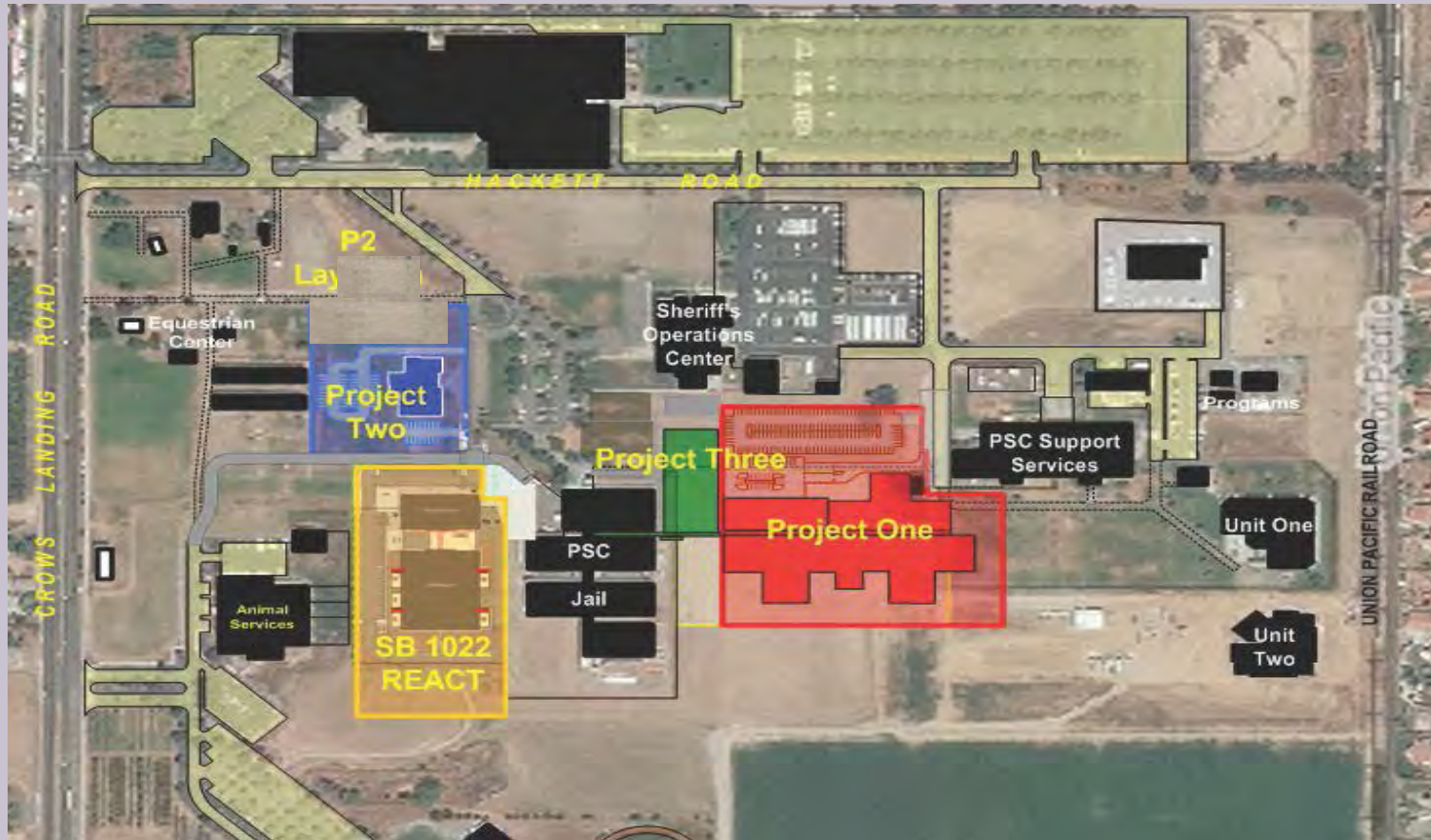
- ❑ Close the Main Downtown Men's Jail (with the exception of court holding)

*A Safe Community*

- ❑ Fill the gap in Public Safety services to provide transitional housing beds with program space

*A Safe and Healthy Community*

# Public Safety Center Site





# Request for Proposals and Selection Process

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- December 15, 2016 -- Board of Supervisors authorized the Project Manager to forward three teams to the final Design Build Selection Phase:
  - Hensel Phelps Construction Company
  - Roebbelen Contracting Inc.
  - Sundt Construction Inc.
- Two Teams -- Roebbelen and Hensel Phelps Submitted Proposals and Participated in the Confidential Best and Final Proposal Process

# Request for Proposals and Selection Process

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- Teams were Evaluated on the following Criteria as outlined in the RFP:

<b>Factors</b>	<b>Maximum Points (100 Possible)</b>
Base Project Pricing	25
Project Pricing Additives and Deductive Alternates	20
Schedule and Duration	15
Proposed Team Expertise	15
Proposed Design and Design Approach	15
Life Cycle Costs-30 Years	5
Quality of Proposal	5

# Request for Proposals and Selection Process

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- Based on the Best and Final process the Design Build team of Roebbelen/Lionakis is Recommended for the REACT Center project.



# Roebbelen's Proposal

Item	Price
Base Project Pricing	\$31,168,153
Accelerated Schedule	\$300,000
Cabling in Cells	\$59,400
Dayroom Exhaust Fans	\$67,500
Cornucopia Road Extension	\$437,375
400Kw Generator	\$155,520
Water Management System	\$157,680
Skylights	\$102,649
Total	\$32,448,277

# REACT Center Funding

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## A State / County Project

### State-Awarded Project Budget

\$40,000,000 State Funding (90% of Eligible Project Costs)  
\$ 4,695,000 County Cash  
\$44,695,000 Total

### Budget After Best and Final Proposal Process

\$39,888,000 State Funding  
\$ 4,695,000 County Cash  
\$44,583,000 Total



# **REACT-Funding Sources**

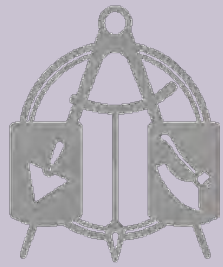
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<b>SB 1022 Funding Sources</b>	<b>Amount</b>
State SB 1022 Lease Revenue Funds	\$39,888,000
Previously Set Aside Fund Balance	\$4,000,000
Public Facility Fees (Required Match)	\$445,000
Public Facility Fees (Ineligible Costs)	\$250,000
<b>Funding Total</b>	<b>\$44,583,000</b>

# REACT-Uses

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<b>SB 1022 Uses</b>	<b>Amount</b>
Construction	\$35,693,000
Architectural & Engineering Services	\$2,450,000
Inspection/Materials Testing	\$524,000
Construction Management Consultants	\$1,783,000
Furniture, Fixtures and Equipment	\$1,873,000
Audit of Grant	\$15,000
Needs Assessment	\$16,000
Licenses and Fees	\$57,000
Utility Connections	\$222,000
County Administration	\$1,899,000
State Reviews	\$51,000
<b>Total Uses</b>	<b>\$44,583,000</b>



# Roebbelen

QUALITY CONSTRUCTION SINCE 1959  
INSTITUTIONAL • COMMERCIAL • INDUSTRIAL

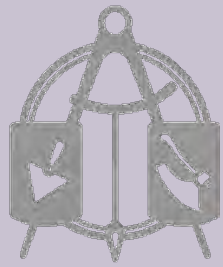
Robert Kjome

Executive Vice President

Lobby Rendering







# Roebbelen

QUALITY CONSTRUCTION SINCE 1959  
INSTITUTIONAL • COMMERCIAL • INDUSTRIAL

Bryan Todd  
Vice President



**Administration  
Rendering**



# R.E.A.C.T.



## Moving Confidently Forward!

Schedule	Date
Approval by State of California Pooled Money Investment Board	April 20, 2016
Approval by State of California Department of Financing	April 22, 2016
Kickoff Meeting	April 25, 2016
Notice to Proceed Construction Begins	September 19, 2016
Final Completion	January 4, 2018
Occupancy	May 28, 2018

# Recommendations

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1. Approve a resolution authorizing the conditional award of a design-build construction contract, subject to final State of California approval for the SB 1022 Public Safety Expansion Project for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center to Roebbelen Contracting Inc. for the not to exceed amount of \$32,448,277.
2. Authorize the Project Manager to take all actions necessary to finalize the Construction Agreements to meet the requirements of the State Agencies.

# Recommendations

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3. Authorize the Project Manager to issue a Notice to Proceed upon State approval to proceed and upon the receipt of proper insurance and bonds for the Project.
4. Authorize the Project Manager to plan and conduct a public groundbreaking ceremony, to coincide with the commencement of construction

# Recommendations

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5. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders for professional services needed in the design-build construction phase of the project, as long as they are within the project budget approved by the Board of Supervisors.
  
6. Authorize the Project Manager to negotiate and sign change orders up to \$25,000, consistent within the County's Change Order Policy, and as long as they are within the previously approved project budget.



R.E.A.C.T.

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Questions