

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

DEPT: Chief Executive Office

BOARD AGENDA #: *B-2

AGENDA DATE: July 26, 2016

SUBJECT:

Approval of Agreement for Construction Management Services for the State-Funded SB 1022 REACT Center Project to Kitchell CEM and Related Actions

BOARD ACTION AS FOLLOWS:

No. 2016-379

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Chiesa

Abstaining: Supervisor: None

1) X Approved as recommended


2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


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 BOARD AGENDA #: *B-2
Urgent Routine AGENDA DATE: July 26, 2016

CEO CONCURRENCE: *pkx* 4/5 Vote Required: Yes No

SUBJECT:
Approval of Agreement for Construction Management Services for the State-Funded SB 1022 REACT Center Project to Kitchell CEM and Related Actions

STAFF RECOMMENDATIONS:

1. Approve an Agreement for Construction Management services for the State-funded Stanislaus County SB 1022 Re-Entry and Enhanced Alternatives to Custody Training ("REACT") Center Project at the Public Safety Center for \$52,400.00 for the initial three-month period.
2. Authorize the Project Manager to issue a Notice to Proceed contingent upon the submission of proper insurance.
3. Authorize the Project Manager to execute work orders for Additional Services for the same Project and at the same rates contained in the Agreement, provided such work orders are within existing approved budgets for the REACT Center.

DISCUSSION:

On June 18, 2013, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for Construction Management Services to assist the County in managing the major Public Safety Center Construction projects, including the REACT Center. Through this same RFP Process, the Board of Supervisors on July 1, 2014 authorized the selection of the URS Construction Management firm to support the County's efforts on the AB 900 Phase II Projects One (Maximum Security Housing/Medical/Mental Health) and Project Three (Detention Administration, Intake Release and Transportation). Those projects are nearing 90 percent completion.

The County has embarked on the final design and construction of the REACT Center. As a result of the Board of Supervisors approved RFP process, it is now recommended that Kitchell CEM be selected for initial construction management services for this extensive and complex construction project so that all the remaining Public Safety Center Construction Projects are supported by a Construction Management firm. Future phases are contemplated after the successful completion of the initial services recommended. All phases and expenses would be in accordance with the State of California approved funding plan and the approved budget for the REACT Center.

Approval of Agreement for Construction Management Services for the State-Funded SB 1022 REACT Center Project to Kitchell CEM and Related Actions

Stanislaus County has a history of delivering capital projects focused on cost, schedule and quality. From the late 1980's to the present, Stanislaus County has delivered significant capital efforts including, *but not limited to* the original Stanislaus County Public Safety Center, the Behavioral Health Center on Claus Road; the PHF facility, the Agricultural Center; the Gallo Center for the Arts, the 12th Street Office Building and Parking Garage, the 10th Street Place City-County Administration Center, the SB-81 Juvenile Commitment Center, the Thomas W. Mayfield Regional Animal Services Facility, the Empire Regional Water Safety Center, the Coroner's Facility and various re-use and remodel projects.

Over the years the County has used both Construction Management firms as well as individual construction management experts through personal services contracts. Given the scope of the SB 1022 REACT Center Project and the available resources to manage these projects and others already underway, the Project Manager is recommending to contract with an outside firm for construction management (CM) services to support the project team for this significant public safety center expansion project.

As a result of this recommendation, the County will be contracting with a CM with a proven track record of success in assisting in delivering services focused on cost, schedule and quality. The selected CM will assist the County at the field level in the delivery of the REACT Center Project, which will contain the transitional jail beds in adult detention 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 also include public lobby/reception areas, administration space, classrooms, counseling rooms and a multipurpose room.

The selected CM has demonstrated experience in the following:

- Experience with construction contract administration and management;
- Knowledge of related California public works contract codes and contract laws working in an integrated environment;
- Experience with Design-Build projects;
- Experience with design and construction of detention facilities, with strong preference given for projects in California and with the State's SB 1022 Program;
- Experience in scheduling, resource allocation and cost analysis of construction projects.

Proposal Background

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

Approval of Agreement for Construction Management Services for the State-Funded SB 1022 REACT Center Project to Kitchell CEM and Related Actions

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

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

Specific evaluation criteria included:

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

Following the extensive evaluation of each Proposal conducted by the County's Project Evaluation Team, all three Proposers were recommended be shortlisted and advance to the Interview Phase at which each Proposer was allocated 45 minutes to present their Proposal. The County received proposals from three highly qualified and world class construction management firms and is now recommending approval of a contract for the REACT Center Project with the firm deemed best qualified to provide the services required.

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The Project Manager conducted several additional interviews and discussions with the top two finalist firms to prepare for the recommended selection of one firm for the Phase II AB 900 projects (already selected and underway) and one firm for the REACT Center Project.

The REACT Center Project is well underway, and the AB 900 Phase II projects are also underway and hearing substantial completion. These activities will be followed by final completion, furnishings, staffing, commissioning and occupation.

A focus by the Kitchell firm on the new and last major Public Safety Center Project will allow both major efforts to move forward successfully.

POLICY ISSUE:

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.

FISCAL IMPACT:

On April 19, 2016, the Board of Supervisors approved the award of a design-build construction contract at the Public Safety Center site for the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training Center Project to Roebbelen Contracting Inc. The construction only budget for the REACT Center is \$32,448,277.

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

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

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- Maintenance of project documents; and
- Coordination of project closeout activities.

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

At this time, staff recommends Board approval of an Agreement for construction management services for the State-funded SB 1022 Re-Entry and Enhanced Alternatives to Custody Training Center Project with Kitchell CEM for an initial amount not to exceed of \$52,400 for an initial three-month engagement, within the previously approved project budget. Should the initial engagement of Kitchell prove beneficial, staff recommends Board authorize the Project Manager to extend the contract for such time as the Project Manager deems appropriate within the rates contained in the Agreement. Typically, professional construction management services for similar projects represent between 3% to 5% of the total construction budget.

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

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:

16/17

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.

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STAFFING IMPACT:

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

CONTACT PERSON:

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

ATTACHMENT(S):

1. Professional Services Agreement between County of Stanislaus and Kitchell CEM for the SB 1022 Re-Entry and Enhanced Alternatives to Custody Training Center Project

Attachment 1

STANISLAUS COUNTY
Professional Services Agreement
with
KITCHELL CEM, INC.
for
CONSTRUCTION MANAGEMENT SERVICES
for
SB1022 R.E.A.C.T. PROJECT
Modesto, California
July 26, 2016

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

This Professional Services Agreement (the “**Agreement**”) is dated July 26, 2016 and is by and between the County of Stanislaus, a political subdivision of the State of California (“**County**”) and Kitchell CEM, Inc., a California Corporation, licensed to do business in California, (“**Construction Manager**,” “**CM**,” or “**Consultant**”) relating to Construction Management Services for the SB1022 R.E.A.C.T. Project (“**Project**”).

Recitals

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

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

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

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

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

AGREEMENT

1. Definitions

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

“Agreement”	This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, <u>Appendix A</u> (Services to be Provided by CM), <u>Appendix B</u> (Payments to CM), <u>Appendix C</u> (Schedule), <u>Appendix D</u> (Deliverables), <u>Appendix E</u> (Insurance), and <u>Appendix F</u> (Key Personnel), attached hereto.
“Construction Manager”	Kitchell CEM, Inc, a California corporation, licensed to do business in California, 2750 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833, tel. 916-648-9700, fax 916-648-6534, email devans@kitchell.com.
“County”	County of Stanislaus
“Project”	The Stanislaus County SB 1022 R.E.A.C.T. Project in Modesto, California described in <u>Appendix A</u> , Services to be Provided by CM.

“Services”	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, construction management, and administrative services.
“Subconsultants”	Construction Manager’s consultants, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

- 2.1 This Agreement is for a period of approximately three (3) months, beginning with the execution of the Agreement and concluding 90 days thereafter unless it is extended in accordance with paragraph 2.2 below.
- 2.2 This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

3. Services CM Agree to Perform

- 3.1 Douglass Evans on behalf of CM shall perform all Services described in Appendix A, Services to be Provided by CM, attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 CM may recover compensation for extended services as set forth in Appendix B.
- 3.3 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, CM shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4. Compensation

- 4.1 County shall pay Construction Manager compensation according to the process established in Appendix B “Payments to CM”.
- 4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Construction Manager for any payment period on the Project, until County receives all deliverables required under Appendix D, Deliverables, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Construction Manager has partially completed one or more deliverables due during a payment period, and if Construction Manager demonstrates diligent progress thereon, then County may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon County. County shall not be liable for, and CM shall not be entitled to, any payment for Services performed before this Agreement’s execution.
- 4.3 County will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). County will make payment for questioned amounts(s) upon County’s receipt of any requested documentation verifying the claimed amount(s) and County’s determination that the amount is due under the terms of this Agreement. County shall advise CM, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of County including, without limitation, CM’s transmittal of all deliverables to County required by Appendix A, Services to be Provided by CM, and Appendix D, Deliverables.

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

5. Maximum Costs

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

6. Qualified Personnel

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

Stanislaus County
Patricia Hill Thomas, Project Manager
thomasp@stancounty.com
1010 Tenth Street, Suite 6400
Modesto, CA 95354

Kitchell CEM, Inc.
Douglass Evans, Construction Manager
devans@kitchell.com
2750 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of CM. CM shall conform with County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at County's request, shall be supervised by CM.

- 6.3 Construction Manager agrees that professional personnel assigned to the Project will be those listed in Appendix E, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Construction Manager and because of the termination of such employment no longer able to provide Services. However, Construction Manager agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County, which shall not be unreasonably withheld. Any costs associated with replacement of personnel shall be borne exclusively by Construction Manager. Resumes for listed professional personnel are attached via Exhibit 1 to Appendix F, and by this reference incorporated herein.
- 6.4 Construction Manager agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Construction Manager shall not charge County for the cost of training or “bringing up to speed” replacement personnel. County may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Construction Manager’s cost.

7. Representations

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

8. Indemnification and General Liability

- 8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), CM shall defend (including providing legal counsel reasonably acceptable to County at no cost to County), indemnify and hold harmless State of California, County and its Supervisors, officers, agents, departments, officials, representatives, employees, and volunteers (collectively “**Indemnitees**”) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of CM or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness or willful misconduct of Construction Manager, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively

“Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

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

9. Liability of County

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

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

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

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

10. Independent Contractor; Payment of Taxes and Other Expenses

10.1 CM shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which CM perform the Services required by the terms of this Agreement. CM shall be fully liable for the acts and omissions of it their Subconsultants, employees and agents.

10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between County and Construction Manager. CM acknowledge that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be County employees, and shall not be entitled to receive any benefits conferred on County employees, including without limitation workers’ compensation, pension, health, insurance or other benefits.

10.3 CM shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

10.4 CM shall make its designated representative available as much as reasonably possible to County staff during the County's normal working hours or as otherwise requested by County. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of Construction Manager's Services only and not as to the means by which such a result is obtained.

11. Insurance

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

12. Suspension of Services

12.1 County may, without cause, order Construction Manager to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Construction Manager written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Construction Manager shall be compensated for such delay to the extent provided under this Agreement.

12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Construction Manager is responsible.

13. Termination of Agreement for Cause

13.1 If at any time County believes Construction Manager may not be adequately performing their obligations under this Agreement, that Construction Manager may fail to complete the Services as required by this Agreement, or that County has provided written notice of observed deficiencies in Construction Manager's performance, County may request from Construction Manager prompt written assurances of performance and a written plan, acceptable to County, to correct the observed deficiencies in Construction Manager's performance ("**Cure Plan**"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. CM shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. CM acknowledge and agree that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

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

- a. Should Construction Manager make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Construction Manager in any such proceeding, or seek, consent to, or

acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Construction Manager or of all or any substantial part of the properties of Construction Manager, or if Construction Manager, its directors or shareholders, take action to dissolve or liquidate Construction Manager; or

- b. Should Construction Manager commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from County to Construction Manager demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Construction Manager to avail themselves of this time period in excess of ten (10) calendar days, CM must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then CM must diligently commence and continue such cure according to the written Cure Plan); or
- c. Should Construction Manager violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) calendar days of the date of the notice from County to CM demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Construction Manager to avail themselves of this time period in excess of ten (10) calendar days, CM must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then CM must diligently commence and continue such cure according to the written Cure Plan.)

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

- a. County shall compensate CM for the value of the Services delivered to County upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but County shall not compensate CM for its costs in terminating the Services or any cancellation charges owed to third parties.
- b. CM shall deliver to County possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- c. CM shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that County may have to claim and recover damages for any breach of this Agreement, but rather, CM shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement, including without limitation County's costs incurred in connection with finding a replacement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 14 below, and CM shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Construction Manager.

14. Termination of Agreement for Convenience

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

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

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

14.3 After receiving a Notice of Termination, CM shall submit to County a termination claim, in the form and with the certification County prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by County upon Construction Manager's written request made within such three month period or authorized extension. However, if County determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If CM fail to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to CM because of the termination. County shall then pay to CM the amount so determined.

- 14.4 Subject to provisions of Paragraph 14.3 above, CM and County may agree upon the whole or part of the amount or amounts to be paid to CM because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and CM shall be paid the agreed amount.
- 14.5 If Construction Manager and County fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Construction Manager because of termination of Services under this Paragraph 14.5, then Construction Manager's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- a. Reasonable value of Construction Manager's Services performed prior to Notice of Termination, based on CM's entitlement to compensation under Appendix B, Payments to CM. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Construction Manager, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Construction Manager's total costs of performing the Services.
 - b. When, in opinion of County, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Construction Manager's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.
 - c. Reasonable cost to CM of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.
- 14.6 Except as provided in this Agreement, in no event shall County be liable for costs incurred by Construction Manager (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.7 This Paragraph shall not prohibit CM from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by County to settle claims from Subconsultants.
- 14.8 In arriving at amounts due CM under this Paragraph 14, there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to CM, applicable to the terminated portion of Agreement,
 - b. Any substantiated claim that County may have against CM in connection with this Agreement, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by CM or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to County.

14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, CM may file with County a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. County may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of County and CM to agree upon amount or amounts to be paid to CM for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit County's rights and remedies pursuant to this Agreement or at law.

15. Conflicts of Interest/Other Agreements

15.1 CM represent that they are familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.

15.2 CM represent that they have completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Construction Manager believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. CM shall comply with the County's conflict of interest codes and their reporting requirements.

15.3 CM covenant that they presently have no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, CM represent to and agree with the County that CM have no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the County the Services hereunder and any interest Construction Manager may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the County.

16. Proprietary or Confidential Information of County; Publicity

16.1 CM acknowledge and agree that, in the performance of the Services under this Agreement or in the contemplation thereof, CM may have access to private or confidential information that may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. CM agree that all private, confidential, or proprietary information disclosed by County to or discovered by Construction Manager in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. CM shall exercise the same standard of care to protect such information as a reasonably prudent CM would use to protect its own proprietary data, and shall not accept employment adverse to the County's interests where such confidential information could be used adversely to the County's interests. CM shall notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Construction Manager during the performance of or in connection with the Services pursuant to this Agreement.

16.2 Any publicity or press releases with respect to the Project or Services shall be under the County's sole discretion and control. CM shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. CM shall have the right, however, without County's further consent, to include representations of Services among Construction Manager's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

16.3 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the County hereunder.

17. Notices to the Parties

17.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.

17.2 Notice shall be sufficiently given for all purposes as follows:

- a. When personally delivered to the recipient, notice is effective on delivery.
- b. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- c. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- d. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.

17.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Record Keeping and Audit Requirements

18.1 Contractor shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Contractor shall maintain a complete and current set of all books and records relating to the construction of the Project. County shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Contractor relating to the work contemplated by this Contract. Within 90 calendar days after Final Completion, Contractor shall deliver to County those records necessary for County to perform a financial audit of the Project ("**Final Audit**").

18.2 Invoice and progress/final reports and all required audit reports shall be submitted to County in a timely manner.

18.3 Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Contractor's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by County or designees, state government auditors or designees.

- 18.4 Make such books, records, supporting documentations, and other evidence available to County or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Contractor agrees to include a similar right of County to audit records and interview staff in any subcontract related to the performance of this Contract.
- 18.5 Be advised that a partial source of financing for the agreement between County and Contractor for construction of the Project is State Financing, and that County may not have funds to finance the Agreement for Construction independently of the State Financing. Contractor shall in all ways cooperate with County and BSCC in maintaining a good working relationship. Contractor shall cooperate as instructed by the County Construction Manager in resolving any disputes arising under the BSCC Construction Agreement or the Contract.

19. Subcontracting/Assignment/County Employees

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

20. Other Obligations

- 20.1 Discrimination, Equal Employment Opportunity and Business Practices. CM shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, CM shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- 20.2 Drug-Free Workplace Policy. CM acknowledge that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. CM agree that any violation of this prohibition by Construction Manager, their employees, agents or assigns shall be deemed a material breach of this Agreement.
- 20.3 Compliance with Americans with Disabilities Act and Rehabilitation Act. CM acknowledge that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. CM shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. CM agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Construction Manager, its employees, agents or assigns shall constitute a material breach of this Agreement. CM shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall,

solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

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

21. Disputes

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

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

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

22. Agreement Made in California; Venue

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

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

23. Compliance with Laws

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

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

24. Miscellaneous

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

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

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

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

24.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

24.6 CM acknowledges that CM, and all Subconsultants hired by CM to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CM is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by CM to perform services under this Agreement are in compliance with the IRCA. In addition, CM agrees to

indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CM's employees, or the employees of any Subconsultant hired by CM, are not authorized to work in the United States for CM or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by CM or CM's Subconsultant(s).

25. Entire Agreement; Modifications

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

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

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


RECOMMENDED AND APPROVED
AS TO CONTENT:

APPROVED AS TO FORM:

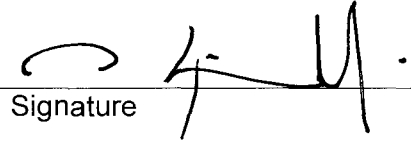
OFFICE OF THE COUNTY COUNSEL

By 
John P. Doering
County Counsel

COUNTY OF STANISLAUS

By 
Patricia Hill Thomas, Chief
Operations Officer

**KITCHELL CEM, a California
Corporation**

By 
Signature
David Giannelli

Sr. Vice President

APPENDIX A

SERVICES TO BE PROVIDED BY CM

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated July 21, 2016, by and between Kitchell CEM, Inc., hereinafter referred to as "**Construction Manager**" or "**CM**" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for professional construction management services.

1.0 Basic Services:

- 1.1 Provide CM leadership to coordinate, facilitate and manage the efforts of the Project team, including County staff and the design-build entity, to complete the Project in conformance with the goals, objectives and contract documents established for the design-build project.
- 1.2 Evaluate the systems and procedures, currently in place by the County, for management, oversight and reporting of the Project and make recommendations to the County for modification or adjustment, as necessary, for the improvement of these systems and procedures.
- 1.3 Prepare a "Draft" Project Management Plan for the management and oversight of the Project.
- 1.4 Attend, participate and facilitate, as necessary, Project related meetings with the County and the design-build entity hired by County to deliver the Project.
- 1.5 Monitor the Project for compliance with approved project schedule, budget and the terms of the agreement executed by and between the County and the design-build entity.
- 1.6 Provide a recommended Staffing Plan for the ongoing management of the Project through completion of design, construction and close-out of the Project. The Staffing Plan shall incorporate the use of current County project management staff and consultants as well as the recommended use of employees of Construction Manager, as necessary, to provide for successful completion of the Project.

2.0 Additional Services:

- 2.1 Provide cost estimating services associated with the cost of the work or change orders associated with the Project.
- 2.2 Provide detailed analysis or evaluation of project or construction phase CPM schedules for the Project.
- 2.3 Provide constructability review, plan check, design review, value analysis or life-cycle cost analysis of the Project.
- 2.4 Provide on-site Construction Management services of the construction phase of the Project.

END OF APPENDIX A

APPENDIX B

PAYMENTS TO CM

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated July 20, 2016, by and between Kitchell CEM, Inc., hereinafter referred to as "**Construction Manager**" or "**CM**" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for professional construction management services.

1. The maximum payment to Construction Manager under the initial 3-month phase of this Agreement for the Project shall be for the lump sum amount not to exceed \$52,400.00.

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

2.1. **FIXED FEE.** The entire Scope of Work for cost by consultant shall be a fixed fee lump sum amount based on Construction Manager's estimate of the necessary time, materials, and equipment required to provide construction management services. CM Services are to be provided through October 2016. Construction Manager shall submit the billing rates for CM services of key personnel.

2.2. **EXTENDED SERVICES.** Construction Manager shall be required to extend services at the same rate for up to six months beyond the Project completion date should County seek extended services. The extended services pricing will remain in force for that additional six month period.

2.3. **ADDITIONAL SERVICES.** The County may also elect to contract for Additional Services under this Agreement for similar services on additional projects. The CM shall include Billing Rates for potential additional services/tasks of various key personnel. The Billing Rates shall remain constant throughout this Agreement, including for additional services, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason for the duration of the SB 1022 R.E.A.C.T. Project. Consultant shall be responsible for all portions of the Professional Services Agreement.

3. TIMES OF PAYMENTS.

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

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

4. DEFINITIONS.

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

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

EXHIBIT 1 TO APPENDIX B

BILLING RATES FOR CONSTRUCTION MANAGEMENT SERVICES

This is an exhibit attached to, and made a part of, the Professional Services Agreement dated July 26, 2016 by and between Kitchell CEM, Inc., hereinafter referred to as “**CM**” and the **County of Stanislaus**, hereinafter referred to as “**County**” providing for professional construction management services.

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

Project/Regional Executive	\$240.00
Construction Manager	\$225.00
Project Manager	\$193.00
Project Engineer	\$161.00
Field Office Manager	\$ 75.00
Engineering/Architecture Department Manager	\$240.00
Estimating Department Manager	\$225.00
Scheduling Manager	\$203.00
Architect/Engineer	\$155.00
BIM Manager	\$177.00
BIM Engineer	\$139.00
CADD Technician	\$107.00

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

END OF APPENDIX B

APPENDIX C

SCHEDULE

This preliminary Schedule is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated July 21st, 2016 between the County of Stanislaus (the “**County**”), and Kitchell CEM, Inc., a California corporation, licensed to do business in California (“**CM**”) providing for professional services. Construction Manager understands that the dates within this preliminary Milestone Schedule may change.

Date	Deliverable
7/26/16	Kickoff meeting with team; Commencement of CM Services
10/25/16	Consider Extension of CM Services

END OF APPENDIX C

APPENDIX D
DELIVERABLES

This is an appendix attached to, and made a part of, the Agreement dated July 26, 2016 by and between Kitchell CEM, Inc., hereinafter referred to as “**Construction Manager**” or “**CM**” and the **County of Stanislaus**, hereinafter referred to as “**County**” providing for professional construction management services.

Construction Manager’s deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

1. **PROJECT DELIVERABLES**

- 1.1 CM “Draft” Project Management Plan for management and oversight of the Project.
- 1.2 CM Recommended Staffing Plan for ongoing management of the Project.

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

- 2.1 Maintain accurate records and reports on evaluation of Project systems and procedures for management and evaluation of the Project.
- 2.2 Attend Project related meetings.
- 2.3 Analysis of the Project schedule and evaluation of compliance with Project schedule and budget.
- 2.4 Analysis and recommendations concerning the oversight and management of the Project.

END OF APPENDIX D

APPENDIX E

INSURANCE REQUIREMENTS

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated July 26, 2016 between the County of Stanislaus (the “County”), and Kitchell CEM, Inc., a California corporation, licensed to do business in California (“CM”) providing for professional services.

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

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

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

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

1.4 Professional Liability Insurance

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

1.5 Self-Insured Retention

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

1.6 Claims-Made Basis Coverage

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

2. **Insurance terms and conditions:**

2.1 Cancellation of Insurance

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

2.2 Stanislaus County as Additional Insured

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

2.3 State of California as Additional Insured

On CM's Commercial General Liability and Automobile policies, the Department of Corrections and Rehabilitation of the State of California; the Board of State and Community Corrections, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be

provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

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

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

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

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

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

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

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

project from coverage of Construction Manager's and subconsultants policies. Construction Manager and its subconsultants shall afford County access to their books and records and cooperate with County in verifying the amount of savings realized.

END OF APPENDIX E

APPENDIX F

KEY PERSONNEL

This is an Appendix attached to, and made a part of and incorporated by reference to the Professional Services Agreement dated July 20, 2016, by and between Kitchell CEM, Inc., hereinafter referred to as "**CM**" and the **COUNTY OF STANISLAUS**, hereinafter referred to as "**County**" providing for professional services for the County's SB 1022 R.E.A.C.T Project.

ARTICLE 1 – CONSTRUCTION MANAGER'S KEY PERSONNEL

1.1 CM's Key Personnel are identified below and their resumes appended to this Appendix F as Exhibit 1, including but not limited to the following:

Name	Responsibility
Douglass Evans	Construction Manager

ARTICLE 2 – CHANGES TO KEY PERSONNEL AND ADDITIONS

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

2.2 Added personnel ("Added Personnel") shall be added to CM's staff as necessary, but subject to approval by County. Prior to adding personnel, CM will develop a Staffing Plan, subject to County approval. The Staffing Plan will identify staff by position, name, responsibility, rate, and planned level of effort, projected hours, and his or her planned periods of involvement with the Project.

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

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

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

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

2.5 County may, in its sole discretion, direct CM to add to or reduce CM's staff to meet changing Project requirements. CM's Fee shall be equitably adjusted based upon addition or reduction of CM staff

ARTICLE 3 – UNSATISFACTORY PERSONNEL

3.1 CM shall remove any person employed by CM or any subconsultant whom County may deem incompetent, improper or a hindrance to the progress of any Work or Services on the Project, and in the event of any such removal, CM shall immediately replace (or cause to be replaced) such person with a

properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, CM shall propose properly experienced and qualified replacement personnel for County approval, pursuant to the same process as is described in Article 2 above.

ARTICLE 4 – LIQUIDATED DAMAGES FOR KEY PERSONNEL

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

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

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

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

EXHIBIT 1 TO APPENDIX f
KEY PERSONNEL RESUMES

Resume of Douglass Evans, CCM, DBIA

Experience

Mr. Evans has more than 34 years of construction-related experience, covering all aspects of project delivery for both public and private sector projects including planning, design management, construction management, scheduling, dispute resolution and claims support. Doug has recent relevant experience with AB 900 on the Calaveras County Adult Detention Facility & Sheriff's Administration project.

Education

BS, Civil Engineering, University of California, Davis
AA, General Studies, Sierra College

Registrations/ Certifications/ Licenses

California Licensed General Building Contractor, CA - #877984
Certified Construction Manager – Construction Management Association of America
DBIA Certification –Design-Build Institute of America

Relevant Projects

Calaveras County Adult Detention Facility & Sheriff's Office | A \$59 million, 160-bed, new adult detention facility, funded by the AB 900 Jail Fund and a county bond. The project includes 76,000 SF of design and construction for a new, fully-operational detention facility to house 160 inmates, and provide support services for administration, intake/booking, medical, food service, laundry and staff areas. Also included is the construction of a 38,000 SF, new Sheriff's Administration Building with a 911 Dispatch Center and Emergency Operations Center.

Shasta Courthouse, Redding, CA | A new 167,000 square foot courthouse with fourteen courtrooms, detention holding areas and administrative functions. Construction budget for the project is \$123 million.

New Sacramento Courthouse, Sacramento CA | Planning and programming for a new 537,000 square foot courthouse in the Railyards Development with a project budget of \$490 million.

Yuba City Courthouse, Yuba, City, CA | A new \$65.8 million courthouse facility in Sutter County that includes seven courtrooms in a 73,853 SF facility, consolidating court operations under one roof and replacing the current inadequate and obsolete facilities.

County of Alameda, Juvenile Justice Center, Alameda, CA | A new \$175 million, 379,000-sf, 360-bed facility with five courts and medical facility using the design-build delivery method.

County of Santa Clara, Downtown Courts Facility, Santa Clara, CA | A new \$30 million county courts facility in downtown San Jose.

County of Santa Clara, Elmwood Detention Facility, Santa Clara, CA | A \$11.5 million, 384-bed 69,000-sf adult detention facility.

City of Santa Clara Police Headquarters Facility, Santa Clara, CA | A new \$14 million, 50,000 SF police headquarters facility designed to essential services requirements.

Glenn County Adult Detention Facility, Willows, CA | A 24,200-sf, \$4.9 million maximum & medium security detention facility.

Fremont Detention Facility, Fremont, CA | A new \$4.8 million detention facility.

END OF APPENDIX F