

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

DEPT: Chief Executive Office

BOARD AGENDA #: \*B-12

AGENDA DATE: August 30, 2016

**SUBJECT:**

Approval of Agreements for Inspection Services at the Public Safety Center SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center

**BOARD ACTION AS FOLLOWS:**

No. 2016-459

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended


2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

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

DEPT: Chief Executive Office  
Urgent  Routine

BOARD AGENDA #: \*B-12  
AGENDA DATE: August 30, 2016

CEO CONCURRENCE: *pht*

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of Agreements for Inspection Services at the Public Safety Center SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center

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**STAFF RECOMMENDATIONS:**

1. Approve an Agreement for specialty construction inspection and materials testing services for the State-County funded SB 1022 Re-Entry and Enhanced Alternatives to Custody Training Center Public Safety Expansion Project with CTE, CAL, Inc. of North Highlands, California for \$165,762.
2. Approve an amendment to extend the Agreement with Stewart and Stewart for on-call inspection services at the Public Safety Center Re-Entry and Enhanced Alternatives to Custody Training Center.
3. Authorize the Project Manager to sign the Agreement with CTE, CAL, Inc. of North Highlands, California for specialty construction inspection and materials testing services for the State-County funded SB 1022 Re-Entry and Enhanced Alternatives to Custody Training Center Public Safety Expansion Project.
4. Authorize the Project Manager to sign amendments to the Agreement with CTE, CAL Inc. of North Highlands, California for specialty construction inspection and materials testing services for the State-County funded SB 1022 Re-Entry and Enhanced Alternatives to Custody Training Center Public Safety Expansion Project, as long as they are within the approved project budget.
5. Authorize the Project Manger to sign the amendment to the agreement with Stewart and Stewart for on-call inspection services at the Re-Entry and Enhanced Alternatives to Custody Training Center.
6. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance.

## Approval of Agreements for Inspection Services at the Public Safety Center SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center

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### **DISCUSSION:**

An integral part of the planning and design, as well as construction of any capital project, is the professional services needed to support each project. Quality control is critical and needed to support these projects. Staff is recommending entering into an Agreement with CTE, CAL Inc., and extending an Agreement with Stewart and Stewart to perform these important services for the Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center construction project. Both firms have demonstrated a high level of professional ability in these areas of expertise and have extensive knowledge of the Public Safety Center site, which will benefit the REACT Center Project.

#### CTE, CAL Inc.

On November 4, 2014, after an extensive Request for Proposal (RFP) process, in strict accordance with the California Public Contracts Code, the Board of Supervisors authorized the Project Manager to enter into an Agreement with CTE, CAL Inc., for the Public Safety Expansion Projects AB 900 Phase II Project One and Project Three for specialty inspection. The Agreement with CTE, CAL Inc., consistent with the RFP allows County to contract for additional services for similar projects, such as the SB 1022 REACT Center.

#### CTE, CAL Inc., will provide:

- On-site specialty inspection and testing of work in progress, in conformance with the Contract, and as directed by the Inspector of Record (IOR) including, but not limited to: soil compaction, concrete, masonry, pre-cast, grout, material reinforcing tensile and bend testing, steel fabrication, structural steel, pull-testing;
- Perform Lab Duties;
- Maintain accurate and timely reports;
- Attend Weekly Quality Assurance/Quality Control (QA/QC) meetings as needed;
- Review records of QC meetings as provided by IOR;
- Maintain an adequate inspection system and perform such inspections to ensure that the work conforms to the contract documents.

#### Stewart and Stewart

On March 31, 2009, the Board of Supervisors approved an Agreement with Stewart and Stewart Inc. for on-call inspection services.

Since 2009 the Agreement was extended multiple times to provide work for multiple projects including the SBT Server Room, Public Safety Center Unit 2, Psychiatric Health Facility, Coroner's Facility, Crisis Stabilization Unit and the Public Safety Expansion AB 900 Phase II Projects One, Two and Project Three.

Staff is currently preparing a Request for Qualifications and Proposals for the Community Services Heating Ventilation and Air Conditioning (HVAC) Replacement project and various Capital Projects.

#### Stewart and Stewart will provide:

Approval of Agreements for Inspection Services at the Public Safety Center SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center

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- On-site general inspection of work in progress in conformance with the Agreement, and as directed by the IOR including, but not limited to: mechanical, electrical, plumbing, framing and drywall;
- Maintain accurate and timely reports;
- Attend weekly Quality Assurance/Quality Control (QA/QC) meetings as needed;
- Review records of QC meetings as provided by IOR;
- Maintain an adequate inspection system and perform such inspections as will ensure that the work conforms to the contract documents.

**POLICY ISSUE:**

All of the actions in this item will ensure that the County has a quality control process in place that ensures it meets its obligations to the State of California by building a quality facility that exceeds the standards set by the Board of State and Community Corrections.

**FISCAL IMPACT:**

On April 19, 2016, the Board of Supervisors approved a project budget for the REACT Center for \$39,888,000. Included in this budget is \$524,000 for inspection services. The Agreement with CTE, CAL Inc., is for \$165,762.

**Cost of recommended action:** 165,762

**Source(s) of Funding:**

SB 1022 Inpection Service Funds (90% State Funds  
10% County Match)

165,762

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**Funding Total:**

\$ 165,762

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**Net Cost to County General Fund**

\$ -

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**Fiscal Year:**

16/17
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**Budget Adjustment/Appropriations needed:**

NO
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**Fund Balance as of**

N/A

As is the current process, individual work authorizations for Stewart and Stewart will be on-call as needed and will be funded through the existing appropriations for inspections in the project budget.

**BOARD OF SUPERVISORS' PRIORITY:**

These actions also support the Board's priority to provide Efficient Delivery of Public Services by ensuring critical quality control and oversight of County construction projects occurs on a continuous basis.

**STAFFING IMPACT:**

The Chief Operations Officer serves as the County's Project Manager for the successful delivery of the project. The Inspection Services will be managed in the field by the County's Inspector of Record. The Agreement for Inspections Services will provide expertise and

Approval of Agreements for Inspection Services at the Public Safety Center SB 1022 Re-Entry and Enhanced Alternatives to Custody Training (REACT) Center

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support necessary 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, Project Manager, Telephone (209) 525-6333

**ATTACHMENT(S):**

1. Agreement with CTE, CAL Inc.
2. Amendment to an Agreement with Stewart and Stewart

# Attachment 1

**STANISLAUS COUNTY**

**Professional Services Agreement**

**with**

**CTE, CAL, Inc.**

**for**

**GENERAL INSPECTION, SPECIALTY CONSTRUCTION INSPECTION  
AND MATERIALS TESTING SERVICES**

**for**

**STANISLAUS COUNTY PUBLIC SAFETY CENTER PROJECT FOUR  
RE-ENTRY AND ENHANCED ALTERNATIVES TO CUSTODY TRAINING (REACT)  
CENTER**

**Ceres, California**

**August 30, 2016**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF STANISLAUS AND  
GENERAL INSPECTION, SPECIALTY CONSTRUCTION INSPECTION  
AND MATERIALS TESTING SERVICES CONSULTANT**

This Professional Services Agreement (the “**Agreement**”) is dated August 30, 2016 and is by and between the County of Stanislaus, a political subdivision of the State of California (“**County**”) and CTE, CAL, Inc., a private corporation licensed to do business in California (“**Consultant**”) relating to inspection and testing services provided for Public Safety Center Project Four (REACT Center).

**Recitals**

WHEREAS, County wishes to retain Consultant to perform general inspection, specialty construction inspection and materials testing for Public Safety Center Project Four (REACT Center);

WHEREAS, Consultant was selected by means of County’s consultant selection process, and represents that it possesses all necessary training, licenses and permits to perform the Services required by County as set forth in this Agreement, and that its performance of such Services will conform to the highest standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity;

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

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

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

**AGREEMENT**

**1. Definitions**

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

<b>“Agreement”</b>	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 Consultant), <u>Appendix B</u> (Payments to Consultant), <u>Appendix C</u> (REACT Center Timeline), <u>Appendix D</u> (Consultant Deliverables), <u>Appendix E</u> (Consultant Insurance), and <u>Appendix F</u> (Consultant Staffing Plans) attached hereto.
<b>“Consultant”</b>	CTE, CAL, Inc., a private corporation, licensed to do business in California, 3628 Madison Avenue, Suite 22, North Highlands, CA 95660.
<b>“County”</b>	County of Stanislaus
<b>“Project”</b>	The Stanislaus County Public Safety Center Project Four (REACT Center) in Ceres, California described in <u>Appendix A</u> .
<b>“Services”</b>	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 general inspection, specialty construction inspection and materials testing services.



<b>"Subconsultants"</b>	GI/SI/MT consultants, subconsultants, contractors and subcontractors, of any tier.
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## 2. Term of Agreement

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

## 3. Services Consultant Agrees to Perform

3.1 Consultant shall perform all Services described in Appendix A attached hereto and incorporated by reference as though fully set forth herein.

3.2 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant 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 Consultant compensation according to the process established in Appendix B "Payments to Consultant" and consistent with Consultant's Schedule of Values attached hereto as Exhibit 1 to Appendix B.

4.2 County shall not incur any charges under this Agreement, nor shall any payments become due to Consultant 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 Consultant has partially completed one or more deliverables due during a payment period, and if Consultant 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 Consultant 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 Consultant, 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, Consultant's transmittal of all deliverables to County required by Appendix A, Services to be Provided by Consultant and Appendix D, Consultant Deliverables.

4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to County. All amounts paid by County to Consultant shall be for services actually rendered by Consultant and shall be subject to audit by County. Payment shall be made by County to Consultant at the address stated in Paragraph 6.1 below.

4.5 County may set off against payments due Consultant under this Agreement any sums that County determines that Consultant owes to County because of its 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, Consultant, 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 Consultant 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 Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant 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 Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement 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 Consultant shall direct all communications to each other as follows:

### **Stanislaus County**

*Patricia Hill Thomas, Project Manager*  
[thomasp@stancounty.com](mailto:thomasp@stancounty.com)  
1010 Tenth Street, Suite 6800  
Modesto, CA 95354

### **CTE, CAL, Inc.**

*Rodney Ballard, Chief Executive Officer / Senior Project Manager*  
[Rod.ballard@cte-inc.net](mailto:Rod.ballard@cte-inc.net)  
3628 Madison Avenue, Suite #22  
Sacramento, CA 95660

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant 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 Consultant.
- 6.3 Consultant agrees that all 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 Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of County. Any costs associated with replacement of personnel shall be borne exclusively by Consultant.

- 6.4 In the event Consultant is unable to supply an adequate number of personnel satisfactory to the County, County may, in its sole discretion, assign County staff to the Project to perform duties within Consultant's scope of work.
- 6.5 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant 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 Consultant's cost.

## **7. Representations**

- 7.1 Consultant represents that it has reviewed Appendix A, Services to be Provided by Consultant, 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 Consultant, and within the times specified in Appendix C, the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the high standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.4 The granting of any progress payment by County, or the receipt thereof by Consultant, 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 Consultant 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), Consultant shall defend (including providing legal counsel reasonably acceptable to County at no cost to County), indemnify and hold harmless State of California, the State Public Works Board, the Board of State and Community Corrections, the County, and their respective 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant 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 Consultant, 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 Consultant may have under this Agreement or any applicable law. All rights and remedies of County or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

## **10. Independent Contractor; Payment of Taxes and Other Expenses**

- 10.1 Consultant shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant 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 Consultant. Consultant 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 Consultant 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 Consultant 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 Consultant'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, Consultant 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. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event Consultant 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 Consultant under this Agreement (or Consultant shall promptly reimburse County for such expense).

## **12. Suspension of Services**

12.1 County may, without cause, order Consultant 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 Consultant 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 Consultant 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 Consultant is responsible.

## **13. Termination of Agreement for Cause**

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

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

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

- c. Should Consultant 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 Consultant 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 Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide County within the ten (10) calendar day period a written Cure Plan acceptable to County to cure said breach, and then Consultant 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 Consultant 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 back charges, but County shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;
- b. Consultant 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. Consultant 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, Consultant shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Agreement, including without limitation County's costs incurred in connection with finding a replacement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 15 below, and Consultant 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 Consultant.

#### 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 Consultant, 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, Consultant 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 Consultant 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 Consultant'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 Consultant's possession and in which County has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant 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 Consultant'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 Consultant fails to submit the termination claim within the time allowed, County may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. County shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Paragraph 14.3 above, Consultant and County may agree upon the whole or part of the amount or amounts to be paid to Consultant 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 Consultant shall be paid the agreed amount.
- 14.5 If Consultant and County fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Paragraph 14.5, then Consultant'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 Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix B, Payments to Consultant. 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 Consultant, 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 Consultant'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 Consultant'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 Consultant 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 Consultant (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 Consultant 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 Consultant under this Paragraph 14, there shall be deducted:
- a. All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
  - b. Any substantiated claim that County may have against Consultant in connection with this Agreement, and
  - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant 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, Consultant 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 Consultant to agree upon amount or amounts to be paid to Consultant 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 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Consultant represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Consultant 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. Consultant shall comply with the County's conflict of interest codes and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the County that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the County the Services hereunder and any interest Consultant 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 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant 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. Consultant agrees that all private, confidential, or proprietary information disclosed by County to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant 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. Consultant shall notify the County immediately in writing if it is requested to disclose any information made known to or discovered by Consultant 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. Consultant 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. Consultant shall have the right, however, without County's further consent, to include representations of Services among Consultant'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 Consultant shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Consultant shall maintain a complete and current set of all books and records relating to the inspection and testing Services provided to the Project. County shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Consultant 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 Consultant'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, Consultant 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 Consultant for inspection and testing services for the Project is State Financing, and that County may not have funds to finance this Agreement independently of the State Financing. Consultant shall in all ways cooperate with County and BSCC in maintaining a good working relationship. Consultant shall cooperate as

instructed by the County in resolving any disputes arising under the BSCC Construction Agreement or the County's contract with the design-build contractor.

## **19. Subcontracting/Assignment/County Employees**

19.1 Consultant and County agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant 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 Consultant 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. Consultant 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, Consultant 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. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. Consultant agrees that any violation of this prohibition by Consultant, 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. Consultant 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. Consultant 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. Consultant 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 Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant under this Agreement or any other agreement between Consultant and County. Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant shall then take place within five (5) calendar days of the date of the request.
- 21.2 Provided that County continues to compensate Consultant in accordance with this Agreement, Consultant shall continue their Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant 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. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, County may terminate this Agreement for cause as provided herein.
- 21.3 In the event of claims exceeding **\$50,000**, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Modesto, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Stanislaus County Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

## **22. Agreement Made in California; Venue**

- 22.1 This Agreement shall be deemed to have been executed in the City of Modesto, County of Stanislaus. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Stanislaus unless the parties agree otherwise in a written amendment to this Agreement.
- 22.2 The parties shall execute **four (4)** of this Agreement, each of which shall be deemed originals.

## **23. Compliance with Laws**

- 23.1 Consultant 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. Consultant 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 Consultant 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 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 Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant 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 Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant'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, written or oral, express or implied, which 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, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 25.4 Consultant, 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. Consultant shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 25.5 Consultant and its Subconsultants shall, upon request by County, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 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 Consultant's representations and agreements pursuant to this Agreement.
- 25.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of County. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to County, unless otherwise indicated by the context.

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

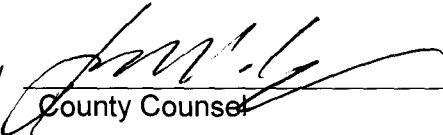
RECOMMENDED AND APPROVED  
AS TO CONTENT:

COUNTY OF STANISLAUS

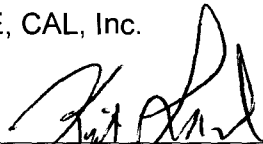
By   
\_\_\_\_\_  
Patricia Hill Thomas  
Project Manager

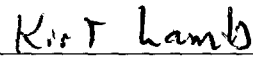
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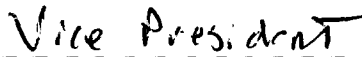
APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By   
\_\_\_\_\_  
County Counsel

CTE, CAL, Inc.

By   
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Typed Name

  
\_\_\_\_\_  
Title

“CONSULTANT”

## APPENDIX A

### GENERAL INSPECTION, SPECIALTY CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated August 30, 2016, by and between CTE, CAL, Inc., hereinafter referred to as "Consultant" and the County of Stanislaus, hereinafter referred to as "County" providing for professional general inspection, specialty construction inspection and materials testing services.

#### 1. PROJECT DESCRIPTION

This project will design and construct a new Re-entry and Enhanced Alternatives to Custody Training Center adjacent to an existing jail. The project will be constructed on approximately 4.8 acres of the greater 127± acres of county-owned land at the Stanislaus County Public Safety Center in the City of Ceres. This new facility will be dependent on the adjacent, existing jail for several core operational components, including main kitchen; laundry; offender intake, release, and transportation; and support services.

The new building will provide a public lobby and reception area, administration space, a processing area, classrooms, a multipurpose room, counseling rooms, housing for up to approximately 288 adult offenders in secure transitional housing units, and all necessary circulation and common space. The housing units will include a secure sally port, a security control center, video visitation, a re-therm kitchen, secure dayrooms, outdoor recreation space and showers and toilets. They will also include numerous programs and training rooms for adult education, religious services, counseling, self-help classes, mental health evaluations / classes, and other life-skills and job / career preparation programs.

The project will also include, but is not limited to, electrical; plumbing; mechanical; computerized heating, ventilation, and air conditioning; security; and fire protection systems, as well as security fencing and additional staff and visitor parking.

#### 2. GENERAL REQUIREMENTS OF CONSULTANT'S SERVICES

2.1 The scope of tests and inspections is based on the requirements of IBC Section 308 Institutional Group I, other referenced code requirements, and the various project plans and specifications. The services to be provided will be as directed by the County's representative. The Consultant will meet or communicate with the representative and/or construction contractor periodically to plan and schedule testing and inspection services.

2.2 The authorization to provide specific services will be issued by the Construction Manager using an Inspection Request Form. These requests will be issued by the County's representative periodically throughout the construction period, as construction activities dictate. The contractor will not be authorized to place orders directly with the testing firm. The County will not pay for the services requested by the contractor.

2.3 The Inspection Request Form describes the required test, location, and date required. It will be requested by the Contractor and forwarded to the County's representative for approval. Upon completion of the testing/inspection, the consultant will sign and date the forms which will be verified by the County's representative. The consultant will make a copy of the completed form which will be attached to the consultant's billing each month.

2.4 Provide general inspection, construction materials testing of, and code related inspections of, but not limited to, the following inspection work;

##### a. Mechanical



- b. Electrical
  - c. Drywall
  - d. Plumbing
  - e. Framing
  - f. Soil and Soil Compaction
  - g. Lime and Lime Treated Soils
  - h. Concrete
  - i. Masonry
  - j. Grout
  - k. AC Paving
  - l. Material Reinforcing Tensile and Bend Test
  - m. Reinforcing Steel
  - n. Structural Steel
  - o. Failure Analysis
  - p. Ultrasonic Testing
  - q. Epoxy Anchors
  - r. Pull-Testing
  - s. Specialty Inspection
  - t. Non-Destructive Testing
- 2.5 Provide on-site inspection of work in progress in conformance with the Contract, and as directed by the Construction Manager;
- 2.6 Under direction, perform complex specialized technical and functional duties to review plans and perform complex inspections of new jail services construction; perform specialty inspections on new buildings; resolve complex issues using judgment and code discretion.
- 2.7 Make field inspections of complex structures and plumbing, electrical and mechanical and other systems identified in the Project Description contained in Paragraph 1 of this Appendix A to ensure compliance with applicable codes (including fire/life/safety code requirements), regulations, specifications, and approved plans.
- 2.8 Identify and immediately communicate to County any violations of codes and regulations.
- 2.9 Ensure compliance with County and State Fire Marshal building and other related codes as well as with CEQA-related mitigation measures.
- 2.10 Maintain inspection records; review and prepare inspection reports in the format outlined below.
- 2.11 Lab Duties. Laboratory duties are as outlined below:
- a. Perform specified sampling and testing of materials.
  - b. Comply with specified standards.
  - c. Ascertain compliance of materials with requirements of the Contract.
  - d. Promptly notify County Representative of observed irregularities and deficiencies in the work and in products to be used in the work.
  - e. Provide retesting where necessary due to nonconformance to specified requirements.
  - f. Promptly submit written report of each test; provide two copies to County Representative. Consultant shall perform required services and submit handwritten or electronic reports to the County Representative before leaving the work site. Reports shall include a time summary with a brief narrative description of the work performed. Formal notes and reports of all tests shall be submitted within five (5) working days of the actual testing work. Report and note format will be agreed upon with the onsite County Representative prior to commencement of work.

- 2.12 Reports. Each report shall include:
- a. Date Issued
  - b. Project title and number
  - c. Testing Laboratory name, address, and telephone number
  - d. Name and signature of laboratory inspector
  - e. Date and time of sampling and testing
  - f. Record of temperature and weather conditions
  - g. Date of test
  - h. Identification of product and specification Section
  - i. Location of sample or test in the project
  - j. Type of test
  - k. Results of tests and compliance with the Contract
  - l. Interpretation of test results when requested by County Representative.
- 2.13 Attend Weekly Quality Control (QC)/Quality Assurance (QA) as needed;
- 2.14 Maintain an adequate inspection system and perform such inspections as will ensure that the work conforms to the Contract Documents;
- 2.15 Note that the Consultant is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value;
- 2.16 Owner inspections are for the sole benefit of the Owner and do not:
- a. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - b. Constitute or imply acceptance;
  - c. Affect the continuing rights of the Owner after acceptance of the completed work to pursue its rights and remedies relating to latent defects, gross mistakes, fraud or the Owner's rights under any warranty or guarantee; or
  - d. Relieve the Contractor of responsibility for providing adequate quality control measures.
- 2.17 The presence or absence of an Owner inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Owner's written authorization.
- 2.18 Consultant shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections as may be required by the Owner.
- 2.19 Time. Services shall start upon execution of the agreement and issuance of the first request. The duration of the consultant contract will be for a period of 561 calendar days (approximately 19 months) at the established item prices. The County has the option to extend services at the unit item prices for an additional 180 Days (approximately 6 months).
- 2.20 Notice. Consultant will be given one working day's notice prior to starting any new inspection/testing service.
- 2.21 Provide and maintain concrete coring field box as needed.

### 3 COUNTY RESPONSIBILITIES

County shall provide the following services and data to Consultant:

#### 3.1 Payments

Issue job progress payments to Consultant in a timely manner.

#### 3.2 Site Access

Provide site access to Consultant as requested through CM and IOR.

#### 3.3 Contract Documents

County shall furnish Consultant with the Construction Documents prepared by Lionakis. County shall furnish Consultant with the terms and conditions on an "as needed basis" the contracts with the design-build contractor, consultants and others contracted with County.

#### 3.4 Designated Representative

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

#### 3.5 Legal, Accounting and Insurance Services

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

#### 3.6 County Work

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

#### 3.7 Communications

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

**END OF APPENDIX A**

## APPENDIX B

### PAYMENTS FOR CONSULTANT

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated August 30, 2016, by and between CTE, CAL, Inc., hereinafter referred to as "Consultant" and the County of Stanislaus, hereinafter referred to as "County" providing for professional inspection and testing services.

1. The maximum payment to Consultant under this Agreement for Work during regular hours for the Project known as the Public Safety Center Project 4 REACT Center shall be for the lump sum amount not to exceed \$165,762.00. Any shift work required will be in addition to this lump sum amount, and will be calculated on a time and materials basis per the Billing Rates included in Exhibit 1 to this Appendix B. Any such shift work cost will be reflected in a negotiated Change Order.

#### 2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES

2.1. **PRICING PROPOSAL.** The entire Scope of Work for cost by Consultant shall be a fixed fee lump sum amount based on Respondent's estimate of the necessary time, materials, and equipment required to provide the inspection and testing services required to construct facilities that fulfill the intent of the Bridging Documents. GI/SI/MT Services are to be provided through March 2018. Respondents shall submit the following:

A pricing proposal, detailed cost breakdown by line item for the menu of services to be provided for Project Four; and Billing rates for GI/SI/MT services of key personnel.

2.2 **EXTENDED SERVICES.** Proposer shall be required to extend services at the same rate for up to six months beyond the Project completion date should County seek extended services. The extended services pricing will remain in force for up to six additional months (August 2018) beyond the base GI/SI/MT services provided through March 2018.

2.3 **ADDITIONAL SERVICES.** The County may also elect to contract for *Additional Services* under this Agreement for similar services. The GI/SI/MT 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 design-build construction of Project Four (REACT Center). Consultant shall be responsible for all portions of the Professional Services Agreement.

#### 3. TIMES OF PAYMENTS.

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

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

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

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

4.3.1. Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by County to travel to a location more than 50 miles from either the project site, the Consultant's office(s), or County's office, incurred performing Additional Services. Travel expenses shall be limited to \$0.54/mile for travel by automobile, and the actual expense for travel by other means. Any air travel shall be by common carrier at actual fare charged for economy or coach class. Lodging and meal expenses shall be reimbursed at the current rates applicable to County employees.

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

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

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

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

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

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

**END OF APPENDIX B**

**EXHIBIT 1 TO APPENDIX B**

**BILLING RATES FOR CONSULTANT SERVICES**

This is an exhibit attached to, and made a part of, the Professional Services Agreement dated August 30, 2016 by and between CTE, CAL, Inc. hereinafter referred to as "**Consultant**" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for professional General Inspection, Specialty Construction Inspection and Materials Testing services.

1. **BILLING RATES** – The Billing Rates for Additional Services beyond the scope of Consultant's Pricing Proposal are the following unit rates:

<b>Name</b>	<b>Hourly Rate</b>
See Attachment	

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



**CTE Cal, Inc.**  
242 W Larch Road, Suite F  
Tracy, CA 95304

Exhibit 1 to Appendix B

1 of 6

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County of Stanislaus Public Safety Center Expansion Projects

E-Mail: kirt@cte-inc.net, sharon@cte-inc.net,

1/1/2014

**Schedule of Fees and Services**

PROFESSIONAL SERVICES	Price Per Hour	ASTM Designation	Other Method Used
<b>PROFESSIONAL ENGINEERING STAFF</b>			
Principal Engineer / Geologist	\$160		
Senior Engineer / Geologist / Architect	\$130		
Project Engineer / Geologist / Architect	\$120		
Environmental Consultant / Registered Environmental Assessor	\$115		
Staff Engineer / Geologist / Architect	\$105		
Environmental Specialist	\$85		
Environmental Technician	\$80		
Roofing / Waterproofing Inspector	\$80		
Roofing / Waterproofing Consultant	Quote		
<b>INSPECTION SERVICES &amp; QUALITY CONTROL</b>			
Pile Driving Inspector / Deep Foundation Inspector	\$90		
Senior Soil Technician includes nuclear gauge or mobile laboratory	\$87		
Soil Technician II includes nuclear gauge or mobile laboratory	\$87		
Mechanical / Electrical Inspector	\$87		
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	\$87		
Shop Fabrication Inspection	\$87		
Shop Fabrication Inspection (Outside of the area)	Quote		
Field Technician I (ACI / Soil)	\$87		
Concrete Technician (ACI)	\$87		
Masonry , Concrete Special Inspector	\$87		
Quality Control Representative	Quote		
Submittal Reviewer	Quote		
Prevailing Wage Site Work	Quote		
QC Plan Preparation	Quote		
CWI Special Inspector	\$90		
<b>NON-DESTRUCTIVE TESTING SERVICES</b>			
Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate)	\$90		
Metallic Surface Coatings (Paint or Itumescescent Fireproofing)	Quote		
Radiographic (low power portable and laboratory available)	Quote		
<b>SPECIAL SERVICES:</b>			
Coring / Sawing Operator & Equipment (1-man crew)	\$145		
Coring / Sawing Operator & Equipment (2-man crew)	\$225		
Floor Flatness (Includes reports and Registered Engineer Certification)	\$140		
Mobilization / Demobilization - flat rate	Quote		
Reinforcing Steel Location	\$110		
Anchor Pull Tests - up to 30 tons	\$120		
Glue Lamination Inspection	Quote		
Batch Plant Inspector	\$85		
Procedure Qualification per AWS, ASME or Military Standards	Quote		
<b>SUPPORT SERVICES:</b>			
Certificate of Completion (Hourly)	\$185		
Draftsman	\$75		
Express Mail (FEDEX/UPS) (minimum)	\$30		
Facsimile (each page)	\$1		
File Search, re-issue of report, copies (minimum)	\$150		
Review of Files for processing Affidavits and Certifications	\$85		
Word Processing/Secretarial (per hour)	\$55		
Sample Pickup (40 mile radius of CTE office - NIC Shotcrete Panels)	\$60		
<b>COURT APPEARANCE AND DEPOSITIONS:</b>			
Senior Professional Preparation, Deposition or Testimony	\$375		
Travel & Expenses	Actual + 15%		
Evidence Storage (per month)	\$50		



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Exhibit 1 to Appendix B

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County of Stanislaus Public Safety Center Expansion Projects

E-Mail: kirt@cte-inc.net, sharon@cte-inc.net,

1/1/2014

**Schedule of Fees and Services**

PROFESSIONAL SERVICES	Price Per Hour	ASTM Designation	Other Method Used
<b>SOILS:</b>			
California Bearing Ratio (CBR), Excludes Maximum Density Curve			
- 3 point	\$395	D 1883	---
- 1 point	\$175		
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	\$475	D-558	
Cement Treated Base, Sample Fabrication (Set of Three)	\$235	D-558	CTM 312
Cement Treated Base, Compression Test	\$35	---	---
Chloride Content of Soil	\$85	---	---
Conductivity	\$65		CTM-424
Consolidations - Per Point	\$200.00 (\$65.00/point)	D 2435	---
Direct Shear Test	\$265 to \$325	D 3080	---
Expansion Index	\$160	D 4829	UBC 18-2
Hydrometer Analysis (Fine Grade)	\$120	D-422	---
Hydrometer Analysis with coarse & fine grade	\$230	---	---
Laboratory Compaction Test (Moisture Density-Each Curve) - 4 points			
- 4 inch mold	\$200	D 1557	---
- 6 inch mold	\$225	D 1558	CTM 216
Laboratory Compaction Test Requiring Rock Correction	\$285	D 1557 & D 4718	---
Moisture Content	\$45	D 2216	---
Plasticity Index / Liquid Limit/Atterburg Limits (Non Organic)	\$150	D 4318	---
Permeability Test - Constant Head			
Fine Grained Soil	\$245	D-5084	---
Granular Soil	\$350	D 2434	---
Other	QUOTE	D 4318	---
R - Value (Minimum 3 pts.)	\$265	D-2844	CTM 301
Resistivity and pH of Soil	\$150	D-4972	CTM 643
Sand Equivalent	\$100	D 2419	CTM 217
Shrinkage Limit	\$90	D 427	---
Sodium Sulfate Soundness (Per Size Fraction)	\$195	C 88	---
Soil Classification w/ Atterburg & Gradation	\$365	D 2487	---
Sulphate Content of Soil	\$95	---	---
<b>AGGREGATES:</b>			
Absorption Test, Coarse Aggregate	\$65	C 127	---
Absorption Test, Fine Aggregate	\$75	C 128	---
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$285	---	---
Clay Lumps and Friable Particles	\$135	C 142	---
Cleanness Value	\$185	---	CTM 227
Crushed Particles, Percent	\$145	---	CTM 205
Durability Index, Coarse Aggregate	\$130	D 3744	CTM 229
Durability Index, Fine Aggregate	\$120	D 3744	CTM 229
LA Rattler	\$190	C 131 or C 535	CTM 211
Mortar making properties of fine aggregates	\$225	C 87	---
Organic Impurities in Sand	\$75	C 40	---
Sieve Analysis (Gradation), Coarse Aggregate	\$70	C 136	---
Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$110	C 136	---
Soundness of Aggregates by Sulfates	\$590		---
Specific Gravity, Fine Aggregate	\$70	C 128	---
Specific Gravity, Coarse Aggregate	\$90	C 127	---
Unit Weight per Cubic Foot, Voids in Aggregate	\$95	C 29	---





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Exhibit 1 to Appendix B

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County of Stanislaus Public Safety Center Expansion Projects

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1/1/2014

**Schedule of Fees and Services**

PROFESSIONAL SERVICES	Price Per Hour	ASTM Designation	Other Method Used
<b>ASPHALT CONCRETE:</b>			
Asphalt Mix Design	Quote	Marshall & Hveem	—
Asphalt Mix Design Review	\$165	—	—
Bitumen Content	\$135	D 2172	—
Compacted Max Density - HVEEM	265	D 1561	—
Compacted Max Density - Marshall	235	D 1561	—
Extraction, % Asphalt (Including gradation)	\$130	D-6307 & C-136	CTM 310 & 382
Field Mix-HVEEM-Stability per Point	\$145	D 1560	—
Field Mix-MARSHALL-Stability per Point	\$155	D 1559	—
Film Stripping	\$65	—	CTM 302
Hveem Stability & Unit Weight	\$150	D 1560 & D 1561	CTM 304, 308 & 366
Marshall Stability, Flow & Unit Weight ( Three Specimens)	\$240	D 1559 & D 2726	—
Maximum Theoretical Unit Weight (Rice Specific Gravity)	\$185	D 2041	—
Percent Swell	\$85	—	CTM 305
Preparation of Bituminous Mixture	\$65	—	CTM 304
Stabilometer Value of Bituminous Mixture	\$225	—	CTM 366
Unit Weight Compacted Sample or Core (Bulk Specific Gravity)	\$105	D 2726	CTM 308
Unit Weight Sample Requiring Compaction	\$140	D 2726	CTM 304 & 308
<b>CONCRETE:</b>			
Cement Testing Compression (Cubes)	QUOTE	C-109 or C-109M	—
Compression Tests, 6x12 Cylinder	\$35	C 39	—
Compression Tests, Gunite/Shotcrete Panels, 3 Cores/Panel (Set)	\$140	C 39	—
Compression Tests, Cores (Includes Sample Preparation - 3 Cores)	\$165	C 42	—
Compression Tests, Lightweight Concrete Fill	\$45	C 495	—
Concrete Flexural Test, 6x6x18	\$55	C 293, C 78	—
Concrete Mix Design (Includes Aggregate Testing)	\$310	—	—
Concrete Mix Design (Revision or Review)	\$140	—	—
Drying Shrinkage (3 Specimens-28 Days)	\$200	C 157 (Mod)	—
Gunite Panel, 3 Cores	\$180	C-42	—
Gunite Panel, 4 Cores	\$240	C-42	—
Modulus of Elasticity, Static	\$185	C 469	—
Splitting Strength Test	\$75	C 496	—
Trial Batch: Mix Design, Aggregate Testing & Six Compression Tests	\$1,200	—	—
Unit Weight, Lightweight Concrete Fill	\$55	C 495	—
<b>MASONRY:</b>			
Absorption Test, Brick, 7-Day (Per Block, 3 block minimum)	\$255	C 67	—
Absorption Test, Brick, 24-Hour Submersion	\$165	C 67	—
Absorption Test, Brick, 5-Hour Boiling	\$110	C 67	—
Composite Prism (under 400,000 lbs.), Half Size 8 x 16 x 8	\$120	E 447	UBC 21-17
Composite Prism (under 400,000 lbs.), Full Size 8 x 16 x 16	\$185	E 447	UBC 21-17
Compression Test, Brick	\$65	C 67	—
Compression Test, Blocks Larger Than 8x8x16	\$75	C 140	—
Compression Test, Blocks Less Than or Equal to 8x8x16	\$55	C 140	—
Compression Tests, Grout	\$35	C 1019	UBC 21-18
Compression Tests, Mortar, 2x4 cylinder UBC	\$45	C 780	UBC 21-16
Conformance Package	\$400	C 90	—
Efflorescence, Block with Mortar	\$85	C-90	—
Efflorescence, Block/Brick Only	\$100	C-90 or C-67	—
In-Place Shear Test (per test)	\$135	—	UBC 21-6
Linear Shrinkage	\$155	C 426	—
Modulus of Rupture, Brick	\$85	C 67	—
Moisture as Received, Brick	\$60	C 67	—
Saturation Co-Efficient (Includes Absorption) Brick	\$85	C 67	—
Shear Test, cores (excludes sample preparation)	\$130	—	Title 24
Compression Test Cores (includes sample preparation)	\$55	C 42	Title 24
Unit Weight & Absorption, Block	\$64	C 139	—



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County of Stanislaus Public Safety Center Expansion Projects

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1/1/2014

**Schedule of Fees and Services**

<b>PROFESSIONAL SERVICES</b>	<b>Price Per Hour</b>	<b>ASTM Designation</b>	<b>Other Method Used</b>
Unit Weight & Absorption, Block	\$65	C 140	---



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**Schedule of Fees and Services**

PROFESSIONAL SERVICES	Price Per Hour	ASTM Designation	Other Method Used
<b>STEEL:</b>			
High Strength Bolt, Nut & Washer Conformance (Wedge Tensile, Proof Load, Hardness)	\$235	A-325	--
Mechanical Tests, Hardness Test, Rockwell	\$105	--	--
Prestressed Steel, Tensile Test, Strand (7 wire)	\$110	--	--
Reinforcing Steel, Tensile Test - No. 11 Bars & Smaller	\$65	A 615	--
Reinforcing Steel, Tensile Test - No.14 Bars & Larger (To Min. Require. Only)	\$95	A 615	--
Reinforcing Steel, Bend Test - No.11 Bars & Smaller	\$75	A 615	--
Mechanically Spliced Reinforcing Steel	\$95	--	--
Fireproofing Density Tests	\$75	E 605	UBC 7-6
Fireproofing Adhesion / Cohesion Tests	\$145	--	--
Structural Steel, Tensile Test - Up to 200,000 lbs.	\$85	A 370	--
Structural Steel, Bend Test.	\$55	--	--
Structural Steel, Pipe Flattening Test	\$65	--	--
Welded Specimens, Tensile Test - No. 11 Bars & Smaller	\$50	--	--
Welded Specimens, Tensile Test - No. 14 Bars (To Min. Require. Only)	\$90	--	--
Welded Specimens, Tensile Test - No. 18 Bars (To Min. Require. Only)	\$140	--	--
Welded Specimens, Tensile Testing - Mechanically Spliced Bar	\$140	--	--
<b>ROOFING:</b>			
Asbestos Evaluation (per ply)	\$60	--	--
Asphalt Softening Point	\$85	--	--
Roofing Material Analysis, With Surfacing	\$585	D 2829	--
Roofing Material Analysis, Without Surfacing	\$295	D 3617	--
Roofing Tile, Absorption (set of 5)	\$195	--	--
Roofing Tile, Strength Test (set of 5)	\$200	--	--
<b>WELDING CERTIFICATION</b>			
American Welding Society (AWS D1.1)			
Limited Thickness Plate (per position)	\$255	--	--
Unlimited Thickness Plate (per position)	\$295	--	--
Pipe (per position)	\$295	--	--
American Welding Society (AWS D1.4)			
Bar Sizes #3 through #9 (each)	\$255	--	--
Bar Sizes #10 through #11 (each)	\$285	--	--
Bar Sizes #14 through #18 (each)	\$320	--	--
American Society of Mechanical Engineers (ASME)			
Plate or Pipe Procedure Qualification (each)	\$550	--	--
Plate or Pipe Welder Qualification (each)	\$550	--	--
American Welding Society (AWS D1.3)			
Light Gauge Metal (includes butt and plug weld)	\$235	--	--
Procedure Qualification per AWS, ASME or Military Standards	QUOTE	--	--
Fillet Weld Test (Break and Etch Test)	\$235	--	--
Fillet Weld Test Plates	\$85	--	--
Ultrasonic Testing of Weld Coupons	\$115	--	--
Witness time, If Required	\$85	--	--



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**Schedule of Fees and Services**

PROFESSIONAL SERVICES	Price Per Hour	ASTM Designation	Other Method Used
-----------------------	----------------	------------------	-------------------

**Testing Samples:** A preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. This preparation charge will be based on the actual time required and at the laboratory technician's rate of \$55.00 per hour. There will be a 50% premium charge for "RUSH/PRIORITY" testing. This testing laboratory agrees to exercise reasonable care in obtaining, preserving, and caring, for the samples to be tested, but assumes no responsibility for damages, either direct or consequential, which arise or are alleged to arise from loss, damage or destruction of samples due to circumstances beyond this testing laboratory's control. Samples are discarded after testing unless requested otherwise in writing by the client. A per month fee is charged for retained samples.

**On-Site Mobile Laboratory:** QUOTE

**Per Diem and Travel Expenses:** Minimum \$ 100.00 per day or Actual cost + 15%

**Scheduling:** A minimum of 24 hours notice is required to schedule personnel.

**Minimum Charges:**

Work from 0 to 4 Hours:	4-Hour Minimum Billing
Work from 4 to 8 Hours:	8-Hour Minimum Billing
Show-Up Time:	2-Hour Minimum Billing
Swing/Graveyard Shift:	15% Premium
Travel:	At Hourly Rate
Reimbursables:	Cost plus 20%

**Overtime Rates:** Rates are based on an 8-hour work day between the hours of 7:00 A.M. and 3:00 P.M., M-F. A premium of 1.5 times the quoted rates for the first 8 hours and 2.0 times thereafter will be charged for work outside of normal hours. Saturdays will be invoiced at 1.5 times the quoted rate for the first 8 hours and 2.0 times thereafter. Work on Sundays and holidays will be invoiced at 2.0 times the quoted rate.

**The following are CTE Inc. holidays:**

- New Year's Day    Labor Day
- Memorial Day     Thanksgiving Day
- Independence Day    Christmas Day

Should a Holiday fall on a Saturday or Sunday the closest previous or following regular work day shall be considered the holiday.

**Mileage:** Mileage will be charged at \$0.42 per mile for services outside a 30 mile radius of this office.

**Payment Terms:** Payment for services is due upon presentation. If not paid within 30 days of the invoice date, it will be considered past-due and a finance charge of 1 1/2% per month will be added to the unpaid balance. Additionally, any attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

The Fee Schedule contains only the basic services performed by this office and is not a complete listing. Please do not hesitate to call for a quotation or proposal if your service needs are not listed herein.

## APPENDIX C

### REACT CENTER TIMELINE

This preliminary Milestone Schedule is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated August 30, 2016 between the County of Stanislaus (the "County"), and CTE, CAL, Inc., a private corporation, licensed to do business in California ("Consultant") providing for professional services.

Consultant understands that the dates within this preliminary Milestone Schedule may change as the design-build phase of the Project is performed. Consultant further understands that the total construction time for the Project, which is funded by State of California lease revenue financing bonds, cannot exceed 36 months, measured from the date construction is commenced to the date construction is completed.

Date	Description
March – August 2016	Prepare Construction Drawings for Design Package 1 (Site & Utilities Package)
March – November 2016	Prepare Construction Drawings for Design Package 2 (Construction)
July – August 2016	SFM and BSCC Review of <ul style="list-style-type: none"><li>• Design Package 1 (Site &amp; Utilities Package)</li></ul>
September – November 2016	SFM and BSCC Review of: <ul style="list-style-type: none"><li>• Design Package 2 (Construction)</li></ul>
August 2016 – November 2017	Construction / Substantial Completion
November – December 2017	Final Completion
December 2017 – March 2018	Occupy

END OF APPENDIX C

## APPENDIX D

### DELIVERABLES FOR CONSULTANT'S SERVICES

This is an appendix attached to, and made a part of, the Agreement dated August 30, 2016 by and between CTE, CAL, Inc., hereinafter referred to as "**Consultant**" and the **County of Stanislaus**, hereinafter referred to as "**County**" providing for general inspection, specialty construction inspection and materials testing services.

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

1. **PROJECT DELIVERABLES**

1.1 Consultant's task lists for County's coordination of its activities.

2. **GENERAL INSPECTION, SPECIALTY CONSTRUCTION INSPECTION AND MATERIALS TESTING**. The deliverables considered part of general inspection, specialty construction inspection and materials testing services are defined in this Appendix D and include, but are not limited to, the following deliverables:

- 2.1 The consultant will maintain a monthly status report of the budget quantities and costs, quantities and cost expended through previous report period, quantities and cost this report period, and total quantities and cost to date. The status report will be submitted with the monthly billing.
- 2.2 Provide construction materials testing and of code related inspections of, but not limited to, the following inspection work.
- 2.3 Provide on-site inspection of work in progress in conformance with the Contract, and as directed by the IOR.
- 2.4 Perform Lab Duties.
- 2.5 Maintain accurate and timely reports.
- 2.6 Attend Weekly QA/QC meetings as needed.
- 2.7 Review records of Quality Control meetings as provided by Inspector of Record (IOR).
- 2.8 Maintain an adequate inspection system and perform such inspections as will ensure that the work conforms to the Contract Documents.
- 2.9 Maintain complete inspection records and make them available to the Owner, Inspector of Record and Consultant.

END OF APPENDIX D

## APPENDIX E

### CONSULTANT INSURANCE REQUIREMENTS

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated August 30, 2016 between the County of Stanislaus (the "**County**"), and CTE, CAL, Inc., a private corporation, licensed to do business in California ("**Consultant**") providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, 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 Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant 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, Consultant 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. Consultant 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. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant 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 Consultant'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. Consultant 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 one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) 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

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant 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 Consultant. If any class of employees engaged in work or services performed under this

Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant 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 one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) 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, Consultant, at Consultant'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 Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant 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. Consultant 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 Consultant'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 Consultant's Commercial General Liability and Automobile policies, 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 Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant 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 Consultant is equivalent to the above-required coverages.

2.6 All insurance afforded by Consultant 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 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 Consultant. A waiver of right of recovery (waiver of subrogation) is only required when Consultant'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 Consultant 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 Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant 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 Consultant 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 wrap-up insurance, in which case GI/SI/MT 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. GI/SI/MT'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 Consultant and its subconsultants by virtue of the County's obtaining wrap-up insurance, and the exclusion of this project from coverage of Consultant and subconsultants policies. Consultant and its subconsultants shall afford County access to their books and records and cooperate with County in verifying the amount of savings realized.

**END OF APPENDIX E**

## APPENDIX F

### STAFFING PLAN FOR CONSULTANT'S SERVICES

This is an Appendix attached to, and made a part of and incorporated by reference to the Professional Services Agreement dated August 30, 2016, by and between CTE, CAL, Inc., hereinafter referred to as "Consultant" and the COUNTY OF STANISLAUS, hereinafter referred to as "County" providing for professional services for the County's Public Safety Center Project.

#### ARTICLE 1 – GENERAL INSPECTION, SPECIALTY CONSTRUCTION INSPECTION AND MATERIALS TESTING

1.1 Consultant identifies staff by position, name, and responsibility with the Project ("Staffing Plan"), including but not limited to the following:

Name	Responsibility
Rodney Ballard	Senior Project Manager
Kirt Lamb	Project Manager
Jason Jaime	Special Inspector
Bobby Ladine	Special Inspector
Gary Wills	Special Inspector
Brian Holck	Special Inspector
Matt Livingston	Special Inspector
Chris O'Dea	Special Inspector

#### ARTICLE 2 – KEY PERSONNEL AND SUBCONSULTANTS

2.1 Consultant's Key Personnel are as follows:

Jason Jaime	Special Inspector
Bobby Ladine	Special Inspector
Gary Wills	Special Inspector

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

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

3.2 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, Consultant shall propose a replacement person for County's approval pursuant to the following process.

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

3.4 Within fifteen (15) days following Consultant'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, Consultant, 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 Consultant's proposed staffing. Such approvals shall not be unreasonably withheld.

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

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

3.7 In the event Consultant is unable to supply an adequate number of personnel satisfactory to the County, County may, in its sole discretion, assign County staff to the Project to perform duties within Consultant's scope of work.

#### **ARTICLE 4 – UNSATISFACTORY PERSONNEL**

4.1 Consultant shall remove any person employed by Consultant 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, Consultant 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, Consultant shall propose properly experienced and qualified replacement personnel for County approval, pursuant to the same process as is described in Article 3 above.

#### **ARTICLE 5 – LIQUIDATED DAMAGES FOR KEY PERSONNEL**

5.1 Consultant 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 Consultant have agreed to liquidated damages as described below.

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

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

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

**END OF APPENDIX F**

# Attachment 2

**AGREEMENT BETWEEN THE COUNTY OF STANISLAUS  
AND STEWART & STEWART, INC  
FOR ON-CALL INSPECTION SERVICES**

**AMENDMENT NO. 6**

Executed on this 30<sup>th</sup> day of August, 2016

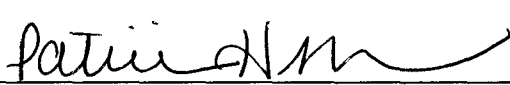
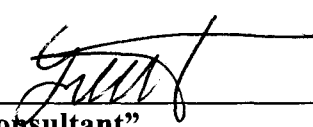
The Agreement between the **County of Stanislaus** ("County") and **Stewart & Stewart, Inc.**, whose address is 5500 N. Quincy Road, Denair, CA 95316 ("Consultant"), for **On-Call Inspection Services** for the County's capital projects dated March 31, 2009 ("Agreement") is hereby amended as follows:

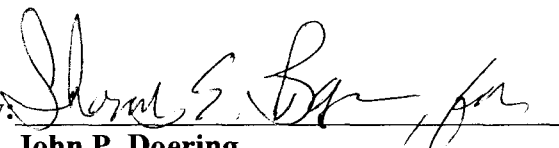
**3      TERM.**

Paragraph 3.1 is replaced with the following:

"The term of this Agreement shall be extended until February 28, 2018, unless this Agreement is either extended or sooner terminated as set forth below."

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first herein above written.

<b>COUNTY OF STANISLAUS</b>	<b>STEWART &amp; STEWART, INC.</b>
By:  <b>Patricia Hill Thomas</b> <b>Chief Operations Officer</b>	By:  <b>"Consultant"</b>

<b>APPROVED AS TO FORM:</b>	
By:  <b>John P. Doering,</b> <b>County Counsel</b>	