

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

DEPT: Chief Executive Office

BOARD AGENDA:5.B.5
AGENDA DATE: February 25, 2020

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Award a Design-Build Construction Contract to Roebbelen Contracting Inc., of El Dorado Hills, California, for \$3,683,982 to Complete the Empire Branch Library Replacement Project, Approve the Final Project Budget, and Related Matters

STAFF RECOMMENDATION:

1. Approve the award of a Design-Build Construction Contract to Roebbelen Contracting Inc., of El Dorado Hills, California, for \$3,683,982 to complete the Empire Branch Library Replacement Project.
2. Authorize the Chief Operations Officer, acting as Project Manager, to execute the Contract.
3. Authorize the Project Manager to sign contracts and work authorizations needed for professional services for this project, so long as they are within the approved project budget.
4. Direct the Auditor-Controller to increase revenue and appropriations by \$4,251,901 in the CEO Empire Library Replacement Project budget as detailed in the attached budget journal.
5. Authorize the Project Manager to execute change orders for up to \$25,000, so long as they are within the project budget, consistent with the County's Change Order Policy.
6. Authorize the Project Manager to use public funds for a groundbreaking ceremony and a ribbon cutting celebration.

DISCUSSION:

On June 25, 2019, the Board of Supervisors approved the design bridging documents for the Empire Branch Library Replacement Project, as prepared by LDA Partners LLP., of Stockton, California. The Board also approved the pre-qualification of the Roebbelen Contracting Inc., and Dewberry Architects Inc. (Roebbelen-Dewberry), Design-Build Team to construct the new Empire Branch Library.

The new proposed library will be moved from its aging modular location at 18 South Abbie Street to 98 I Street in Empire. The new location was donated by the Empire Community Hall Association and is adjacent to the Empire Community Park and the Empire Pool and is close to local schools. When completed, the new facility will be an estimated 4,700 square feet and will also include office space for a Sheriff's Substation. The Community Hall Association will be recognized in the new Library for their generous donation.

The Project Manager and project team have made several presentations at community meetings hosted by Supervisor Olsen. The Community has expressed its approval and excitement for this project and is looking forward to celebrating the groundbreaking for this project. Construction is anticipated to begin in June 2020 and finish in early January 2021. The project team is also working the University of California Cooperative Extension, Master Gardner program to assist with the design of the facility's landscaping.

At this time, it is recommended to award a design-build construction contract in the amount of \$3,683,982 to Roebelen-Dewberry. This contract is recommended after significant proposal negotiations and value engineering allowed under the California Public Contract Code for design-build construction contracts. The final negotiation period also included an extensive review of similarly built projects and project cost comparisons. The team is also recommending that the Board of Supervisors authorize the use of public funds to host a public groundbreaking celebration for the project

Project Budget and Funding

The Project Manager is recommending that the Board of Supervisors approve a final project budget of \$4,763,607, an increase of \$842,345 over the project budget of \$3,921,262 presented to the Board of Supervisors on February 12, 2019. The final project budget consists of \$3,683,982 for construction; \$291,136 for construction contingency; \$75,000 for furnishings, fixtures and equipment (FF&E); and \$713,489 for project administration, which includes project design, legal costs, inspection costs, staff time, and other project administration costs.

Total Project Budget			
Category	Approved Project Budget February 12, 2019	Proposed Changes	Final Project Budget
Project Design and Administration	\$873,560	\$(160,071)	\$713,489
Library Construction (Including Contingencies and FF&E)	\$3,047,702	\$1,002,416	\$4,050,118
Total Project Budget	\$3,921,262	\$842,345	\$4,763,607

The increase of costs in the project budget is due to the rising construction escalation costs occurring in the State of California as well as costs to prepare the property located at 89 I Street in Empire. Prior to construction, the foundation of the previous Empire Hall facility, which was destroyed by a fire, needs to be demolished. In addition, necessary improvements are needed to the existing parking lot for the new Library.

Since June 2019, the Project Manager, project team and the Roebbelen-Dewberry team have participated in multiple negotiating and value-engineering sessions to modify the project scope to reduce cost exposure. In addition, the Project Manager retained a renowned private cost estimating firm who has validated the proposed construction pricing received. Reductions in scope and value engineering in these sessions resulted in a modified project landscape plan, change in roof design, reduction of exterior overhangs, and changes to interior finishes. These value-engineering sessions reduced the project scope by \$596,353. The project team also is recommending reducing its project administration costs by \$160,071. The additional project funding recommended is available in funds previously earmarked by the Board of Supervisors for the library project.

Funding for the project along with changes in funding source are detailed in the chart below:

Project Funding Sources			
Category	Approved Project Funding Sources February 12, 2019	Proposed Changes	Final Project Funding Sources
Library Fund Balance	\$2,649,537	\$169,000	\$2,818,537
Library Public Facilities Fees	\$371,725	\$0	\$371,725
Sheriff Public Facilities Fees	\$400,000	\$(147,002)	\$252,998
Assigned General Fund Contribution	\$500,000	\$745,347	\$1,245,347
Sunlight Giving Grant	\$0	\$75,000	\$75,000
Total Funding Sources	\$3,921,262	\$842,345	\$4,763,607

The decrease in Sheriff’s Public Facilities Fees (PFF) of \$147,002 is due to a reduction of cost estimated for this space. The increased Library fund balance of \$169,000 was previously earmarked for the Modesto Library Maker Space project and will be available to fund the Empire project; the actual cost of the Maker Space is estimated to be significantly higher than the \$169,000 originally earmarked in the Library fund balance and funding for the Modesto Library Maker Space has been identified for the project in the CEO-Plant Acquisition budget. The Library has received a grant from Sunlight Giving in the amount of \$75,000 which will be used to help fund the Empire Branch Library Replacement Project. The remaining increase will be funded from by the County General Fund using an assignment dedicated to library projects.

POLICY ISSUE:

The Board of Supervisors oversees the County’s Capital Projects efforts and is required under the California Public Contract Code to approve design-build construction contracts. The Board of Supervisors has the authority to appropriate funds.

FISCAL IMPACT:

The recommended actions request that the Board of Supervisors increase appropriations by \$4,251,901, from a previously approved and established budget of \$511,706 to the final project budget of \$4,763,607. The appropriations include a General Fund contribution of fund balance assigned for library capital projects of \$1,245,347.

The first phase of the Empire Library Replacement Project budget was initially created on June 26, 2018, in the amount of \$460,590 to fund the design phase of the project and was funded by Library fund balance. On February 12, 2019, the Board of Supervisors approved additional appropriations of \$51,116 to complete the design phase, funded by Library PFF. The following table shows how the new appropriations will be funded:

Funding Source	Appropriated June 26, 2018	Appropriated February 12, 2019	Proposed Additional Appropriations	Total Appropriations
Library Fund Balance	\$460,590	\$0	\$2,357,947	\$2,818,537
Library PFF	\$0	\$51,116	\$320,609	\$371,725
Sheriff PFF	\$0		\$252,998	\$252,998
General Fund Fund Balance	\$0	\$0	\$1,245,347	\$1,245,347
Sunlight Giving Grant	\$0	\$0	\$75,000	\$75,000
Total Appropriations	\$460,590	\$51,116	\$4,251,901	\$4,763,607

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Promoting First-Rate Learning* and *Delivering Efficient Public Services and Community Infrastructure* by proceeding to the next phase of the project and ensuring the community of Empire has a safe, comfortable, state-of-the-art library.

STAFFING IMPACT:

This phase of the project will be successfully delivered by the Project Manager, Stanislaus County Librarian, Library staff, and existing Capital Projects staff.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer

Telephone: (209) 525-6333

ATTACHMENT(S):

1. Budget Journal
2. Contract

**AGREEMENT
(Design-Build)**

THIS AGREEMENT, dated as of this 25th day of February 2020 by and between Roebbelen Contracting, Inc., whose place of business is located at: 1241 Hawks Flight Court, El Dorado Hills, CA 95762 ("Design-Build Team"), and the County of Stanislaus ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on the 25th day of February 2020 awarded to Contactor the following Contract:

**COUNTY OF STANISLAUS
EMPIRE BRANCH LIBRARY PROJECT AT
98 I STREET, EMPIRE, CALIFORNIA**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Design-Build Team hereby agrees to serve as the Design-Build Team for the Project identified herein, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents ("Work").
- B. Without limiting the foregoing, Work specifically includes Enhancements listed in the Design-Build Team's proposal and the Value Engineering items, Allowances and clarifications that were negotiated, accepted and memorialized in the final negotiation sheet attached hereto and incorporated herein as Attachment 1.

1.02 Price For Completion Of The Work

- A. Owner shall pay Design-Build Team the following Contract Sum, Three Million Six Hundred Eighty-Three Thousand Nine Hundred Eighty-Two Dollars (\$3,683,982.00) for completion of Work in accordance with Contract Documents (including Additive Alternates, Deductive Alternates and Voluntary Enhancements identified in paragraph 1.01B above as well as the Allowance identified in paragraph 1.04).

1.03 Alternates

- A. At Owner's sole discretion, Work may also include one or more Alternates identified on Attachment 2 hereto. To add any Alternate to the Work, Owner must notify Design-Build Team no later than the date indicated for the Alternate ("County Decision Point Date") identified in Attachment 2. Contract Sum will be adjusted (increased for an additive Alternate, decreased for a deductive Alternate) only by the Proposal Price for the Alternate identified in Attachment 2, and Owner will pay no other amount on account of adding the Alternate to the Work. Addition of any Alternate shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

1.04 Allowances

- A. Contract Sum includes the following Allowance
 - 1. Design and Install Simplified Landscaping \$125,000.00
(Design fees for landscaping to be paid out of Allowance)
- B. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed.
- C. Owner's Contingency Allowance is included in the Contract Sum and controlled by Owner. Owner shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from or deducted by this Allowance. Generally, Owner's Contingency Allowance will be used only for Owner-initiated changes in scope of Work of Contract Documents.
- D. Owner's Contingency Allowance Amount is as originally listed in Document 00 5200 (Agreement).
- E. Design-Build Team's costs for design (if any), products, delivery, installation, labor, insurance, payroll, taxes, bonding, differing site conditions and equipment rental will be included in Change Orders authorizing expenditure of funds from this Allowance.
- F. Funds will be drawn from this Allowance only with Owner's approval in Owner's sole discretion, evidenced by a Change Order.
- G. At Contract Closeout, funds remaining in any of the above-described Allowances will be credited to Owner by deductive Change Order. If cost of work exceeds the allowance, the County will pay the excess cost.

1.05 Unit Prices

- A. At Owner's sole discretion, Work may also include any of the additional Units identified on Attachment 2 hereto. To add any Unit Price items to the Work, Owner must notify Design-Build Team no later than the date indicated for the Unit Price ("County Decision Point Date") identified in Attachment 2. Addition of any Unit Price item shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.
- B. See also Section 01 1100, Summary of Work, paragraph 1.03.C.

1.06 Maximizing Sales and Use Taxes Payable to Owner

- A. Design-Build Team will work with Owner to develop procedures to maximize Owner's receipt of sales and use taxes resulting from design and construction of the Project (**Taxable Purchasing Procedures**). Taxable Purchasing Procedures must include, without limitation:
 - 1. Requirements that Design-Build Team, and Subcontractors and Designers of all tiers that perform a significant portion of their Project Work or Services on the Project Site or within any portion (incorporated or unincorporated) of the County of Stanislaus, use an address within (incorporated or unincorporated) County of Stanislaus, for purchases and leases of Project-related tangible personal property (goods, materials, fixtures, equipment, tools, supplies, etc.) (**Project Personal Property**), to the greatest reasonably feasible extent.
 - 2. To the greatest reasonably feasible extent, sellers and lessors of Project Personal Property either:
 - a. have a physical presence within California; or
 - b. if located out of state, collect and pay California use tax.
- B. Taxable Purchasing Procedures shall also include periodic Design-Build Team reporting (on behalf of itself and its Subcontractors and Designers), and Owner monitoring, audit and enforcement rights.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Design-Build Team shall achieve Substantial Completion within **278 Days** of the Commencement Date
- B. Design-Build Team shall achieve Final Completion of the entire Work within **30 Days** of Substantial Completion.

2.03 Design and Construction Milestones

- A. Design-Build Team shall also complete design and construction of the Project consistent with the following milestones.
 - 1. 100% Construction Drawings Submitted to County and Authorities Having Jurisdiction: Completion by **May 31, 2020**;
 - 2. 100% Construction Drawings fully approved and permitted by **June 19, 2020**.
 - 3. Substantial Completion of Entire Project: **November 30, 2020**;
 - 4. Final Completion of entire Project: **December 30, 2020**;

2.04 Liquidated Damage Amounts

- A. Owner and Design-Build Team recognize that time is of the essence of this Agreement and that Owner will suffer financial loss, if the Work is not completed within the time specified herein, taking into account any extensions thereof allowed in accordance with the Contract Documents.
- B. Consistent with terms, conditions, stipulations and limitations in Document 00 7253 (General Conditions) regarding liquidated damages, Design-Build Team and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any applicable portion, Owner and Design-Build Team agree that Design-Build Team shall pay Owner as liquidated damages the number of Dollars provided below:
 - 1. As liquidated damages for delay, Design-Build Team shall pay Owner Seven Hundred Fifty Dollars (\$750.00) for each Day that expires after the time specified herein for Design-Build Team to achieve the Substantial Completion of the entire Work (paragraph 2.02A above), until achieved.
 - 2. As liquidated damages for delay, Design-Build Team shall pay Owner Seven Hundred Fifty Dollars (\$750.00) for each Day that expires after the time specified herein for Design-Build Team to achieve the Final Completion of the entire Work (paragraph 2.02A above), until achieved.

2.05 Scope of Liquidated Damages

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

ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING

3.01 Owner's Project Manager

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

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

- A. Design-Build Team has designated Bryan Todd as its Executive In Charge to act as Design-Build Team's Representative in all matters relating to the Contract Documents. For the construction phase, the Project Manager, as noted in Attachment 3, will be devoted as required to the Project. Design-Build Team's Project Manager shall be the single point of contact for all Project communications between Owner and Design-Build Team, and shall be responsible for distributing all communications from Owner and Owner's consultants (including without limitation from Bridging Architect or Construction Manager on Owner's behalf) to Design-Build Team's Superintendent and others as Design-Build Team deems appropriate.
- B. Design-Build Team's Proposal lists the key personnel identified on Attachment 3 Design-Build Team intends to provide to the Project to perform its design, construction and obligations under the Contract Documents, and their anticipated start times, anticipated duration of commitment to work on the Project, and for each duration percentage of commitment to work on the Project (together, "Key Personnel"). Design-Build Team represents that such Key Personnel and any replacements have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract Documents and that at all times Design-Build Team shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract Documents

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

- C. Design-Build Team acknowledges that the quality and qualifications of the Key Personnel were important factors in Owner's selection of Design-Build Team for the Project. Design-Build Team and Owner agree that the personal services of the Key Personnel is a material term of the Contract Documents, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the Owner, the measure of which would be impractical or extremely difficult to fix, and in lieu of which Owner and Design-Build Team have agreed to liquidated damages as described below:
 - 1. For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Design-Build Team's Key Personnel staffing schedule, Owner may assess once and Design-Build Team shall pay to Owner liquidated damages in the amount of six (6) times the gross monthly salary for the substituted Key Personnel.

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

3.03 Bridging Architect

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

3.04 Construction Manager

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

ARTICLE 4 - CONTRACT DOCUMENTS

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

Document 00 4330	Subcontractors List and all amendments thereto, as set forth in Public Contract Code Section 22160
Document 00 5050	Notice of Intent to Award
Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5201	Bridging Documents
Document 00 5500	Notice to Proceed with Design Services
Document 00 5501	Notice to Proceed with Construction
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6530	Agreement and Release of Any And All Claims
Document 00 6325	Substitution Request Form (if any are approved)
Document 00 6536	Guaranty
Document 00 7253	General Conditions
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
Document 00 7380	Apprenticeship Programs
Addendum No. 1	
Division 01 Sections identified in Document 00 0110 Table of Contents	
Final Construction Documents (following receipt of all approvals required by other Contract Documents), whether included in the final Document 00 0115 (List of Construction Documents) or in the final Document 00 5201 provided by Design-Build Team in accordance with Section 01 1101 (Summary of Work – Design-Build Design Services) paragraph 2.02, Document 00 4330 (Subcontractors List) or otherwise.	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7253 (General Conditions). Design-Build Team's Proposal for County of Stanislaus dated August 7, 2019 is incorporated for reference purposes, and for matters specifically identified in this Agreement.

ARTICLE 5 - MISCELLANEOUS

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

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

Patricia Hill Thomas
Stanislaus County Capital Projects
1010 Tenth Street, Suite 2300
Modesto, CA 95354

Al Valencia
Stanislaus County Capital Projects
1010 Tenth Street, Suite 2300
Modesto, CA 95354

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

County of Stanislaus

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

Design-Build Team

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

with a copy to:
Al Valencia
Stanislaus County Capital Projects
1010 Tenth Street, Suite 2300
Modesto, CA 95354

- A. Notice shall be sufficiently given for all purposes as follows:
 - 1. When personally delivered to the recipient, notice is effective on delivery.
 - 2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - 3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - 4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this paragraph 5.03.
- B. Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- C. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, by giving the other party notice of the change in any manner permitted by this paragraph 5.03.

- D. The provisions of this paragraph 5.03 shall not alter, modify or excuse any legal or contractual requirement relating to claims under Document 00 7253 (General Conditions) Article 12.
- 5.04** In order to induce Owner to enter into this Agreement, Design-Build Team represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Design-Build Team is duly qualified to conduct business in the State of California; that Design-Build Team has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Team.
- 5.05** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 5.06** Contractor commits to Owner that Contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, as required by Public Contract Code Section 22164(c). Contractor understands that (a) an "Apprenticeable occupation" means an occupation for which the Chief had approved an apprenticeship program pursuant to Section 3075 of the Labor Code prior to January 1, 2014 and (b) "Skilled and trained workforce" means a workforce that meets all of the following conditions:
- (i) All the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards.
 - (ii) As of January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
- 5.07** Design-Build Team shall not assign any portion of the Contract Documents.
- 5.08** Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 5.09** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 5.010** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Design-Build Team or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Build Team, without further acknowledgment by the parties.
- 5.011** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Design-Build Team will be required to secure the payment of compensation to his employees. Design-Build Team represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design-Build Team shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 5.012** Owner shall have the right to review all phases of Design-Build Team's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Design-Build Team of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design-Build Team, consistent with these Contract Documents. Design-Build Team's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.
- 5.13** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Stanislaus.

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

DESIGN-BUILD ENTITY:
ROEBBELEN CONTRACTING, INC.

OWNER:
COUNTY OF STANISLAUS

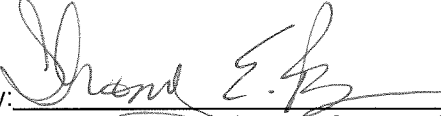
By: _____
(Signature)

By: _____
Patricia Hill Thomas
Chief Operations Officer / Project Manager

(Print Name)

Its: _____
Title: (If Corporation: Chairman, President)

APPROVED AS TO FORM AND LEGALITY

By: 

Thomas E. Boze, County Counsel

END OF DOCUMENT

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

DESIGN-BUILD ENTITY:
ROEBBELEN CONTRACTING, INC.

By: 
(Signature)

Kenneth J. Wenham

(Print Name)

Its: President
Title: (If Corporation: Chairman, President)

OWNER:
COUNTY OF STANISLAUS

By: _____
Patricia Hill Thomas
Chief Operations Officer / Project Manager

APPROVED AS TO FORM AND LEGALITY

By: _____
Thomas E. Boze, County Counsel

END OF DOCUMENT

**FINAL NEGOTIATION SHEET REFLECTING
VALUE ENGINEERING ITEMS**
(See Agreement 1.01)

	Roebbelen's 1.29.20 Proposal	\$ 4,300,335.00
	Accepted Value Engineering Items	\$ (596,353.00)
	Final Negotiated Reduction in Cost, Not Scope	\$ (20,000.00)
	Total Final Proposal Cost	\$ 3,683,982.00
VALUE ENGINEERING ITEMS		
D2	Provide Single Ply in Lieu of Metal Roofing	\$ (52,140.00)
D4	Install Tile Wainscot in Rest Rooms to a Height of 4' instead of Full Height. Paint above tile.	\$ (4,221.00)
D6	Delete Community Room Casework Except at Sink	\$ (11,894.00)
D7	Delete Illuminated Bollards	\$ (5,454.00)
D8	Delete Flagpole and Lighting	\$ (16,525.00)
D10	Remove all Fencing	\$ (68,638.00)
VS1	Eliminate Tree Bench at West of Site	\$ (7,252.00)
VS2	Change Radius Seat Wall to Square at West	\$ (5,559.00)
VS5	Design, but Not Procure or Install Signage (Roebbelen to still install monument sign lighting)	\$ (67,014.00)
VS8	Move Water Service out of Concrete Parking Lot	\$ (8,518.00)
VS11	Omit all Site Furnishings (includes trash receptacles, bike rack, book drop)	\$ (10,947.00)
VA1	Provide Nail Fin Windows in Lieu of Storefront	\$ (21,816.00)
VA8	Use Fiber Cement (green) in Lieu of Metal Soffit Panels on the Underside of Community Covered Area	\$ (10,271.00)
VA9	Delete Acoustical Clouds in Library and Community Room and Replace with Scrim over Batt Insulation with Exposed MEP	\$ (28,470.00)
VA11	Simplify Carpet Patterns	\$ (6,342.00)
VA14	Change Metal Plate Truss to Wood or LVL	Cost in VA32
VA16	Re-Locate Shear Walls to Exterior	Cost in VA32
VA28	Eliminate North and West Canopy EXCEPT for Approximately 10' over Entry Doors	\$ (5,884.00)
VA29	No Sink in Sheriff's Office	\$ (2,127.00)
VA32	Reduce Eyebrows to 4'-6". Use 18" I-Joists and Cantilever at Edge	\$ (73,429.00)
VA33	Keep Vision Panel Doors, but Remove Side & Transoms	\$ (14,802.00)
VM1	Use Insta-Hots in lieu of Hot Water Heater	\$ (15,893.00)
VM3	Change Gas Fired Units to Heat Pumps, Eliminate Spiral Ducts and Use Side Wall Registers	\$ (18,687.00)
Final design subject to County approval. Cost to be carried as an ALLOWANCE		
	Reduce Landscape to Not Exceed \$125,000	\$ (140,470.00)
	TOTAL VE Items	\$ (596,353.00)

ALTERNATES
(See Agreement 1.03)

Alternate Description	Price	Decision Point Date
Add a Community Garden	\$53,212.00	March 31, 2020
Procure and Install Flagpole and Lighting	\$16,525.00	Direction on Lighting at Construction Drawings 90 Days Prior to Substantial Completion
Procure and Install Site Furnishings to Include: Trash Receptacles, Bike Rack and Book Drop	\$10,947.00	90 Days Prior to Substantial Completion
Procure and Install all Signage	\$67,014.00	90 Days Prior to Substantial Completion

UNIT PRICES
(See Agreement 1.05)

UNIT PRICE DESCRIPTION	PRICE (per unit)	County Decision Point Date
24" Box Trees	\$500.00	March 31, 2020
15 gallon trees	\$300.00	March 31, 2020
Duress Station, under-desk	\$1,000.00	March 31, 2020
Duress Station, wall-mounted	\$1,000.00	March 31, 2020

KEY PERSONNEL
(See Agreement 3.02)

Position	Name
Vice President	Bryan Todd
Project Manager	John McCapes
Design Manager	Patti Esposito
Superintendent	Charlie Huntley
Safety Manager	Charlie Huntley
Architects of Record	Will Oren Ericka Nelles