

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

DEPT: Chief Executive Office

BOARD AGENDA # B-16

Urgent

Routine

RB

AGENDA DATE August 26, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Contract for Architectural and Related Services to Initiate Design for the Animal Services Facility Reuse and Expansion Plan - Chief Executive Office

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Office to contract for professional services to initiate design for the Animal Services Facility Reuse and Expansion Plan.
2. Award a contract to Richard Rauh, an Architectural Corporation, in collaboration with Rauhaus Freedenfeld and Associates, for professional architectural design services, and authorize the issuance of the Notice to Proceed upon receipt of the proper insurance certificates for the first phase of design.
3. Authorize the Chief Executive Office to execute agreements, purchase orders and work authorizations for construction management, estimating, copying and other services within the approved project budget.

(Continued on Page 2)

FISCAL IMPACT:

On April 15, 2008 the Board of Supervisors approved the recommendation to proceed with the recommended Animal Services Facility Reuse and Expansion Plan, and authorized the Chief Executive Office to issue a Request for Proposal (RFP) for professional architectural design services for the Shelter replacement project and to return to the Board of Supervisors with a recommendation to retain a Design/Architectural/Engineering firm.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-624

On motion of Supervisor Chairman Mayfield, Seconded by Supervisor DeMartini and approved by the following vote,

Ayes: Supervisors: Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: O'Brien

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFFING RECOMMENDATIONS: (Continued)

4. Direct the Auditor-Controller to transfer \$428,057 in existing appropriations in the Plant Acquisition budget to the Animal Services Facility Capital Project budget as detailed in the Budget Journal form.

FISCAL IMPACT: (Continued)

The Board also directed the Chief Executive Office to negotiate new agreements with each of the partner cities for cost sharing for the Shelter Reuse and Expansion Plan as well as for revised cost sharing for the provision of Animal Services.

At this time, the Chief Executive Office is returning to the Board to recommend a Design/Architectural/Engineering firm for this effort. It is recommended that a contract be awarded to the firm of Richard Rauh, Architectural Corporation for professional architectural design services, in collaboration with Rauhaus Freedenfeld and Associates. The Rauhaus Freedenfeld and Associates firm is comprised of two firms who have formed a limited partnership and worked across the county on animal facility projects. The recommended contract for the Stanislaus County project will be with Richard Rauh who will subcontract with Rauhaus Freedenfeld and Associates to team up for the design/engineering services.

The total estimated cost of the project to date, including the bridging design phase is \$543,252. Of this amount, \$115,195 was previously approved by the Board from existing appropriation in the Plant Acquisition budget for the Programming phase. The total estimated cost for the bridging design phase for design, construction management, estimating and related costs is \$428,057 and is recommended to be funded through a transfer of existing appropriations in the Plant Acquisition budget to the Animal Services Facility Capital Project budget. This includes funding of \$297,600 for architectural services, \$41,658 for construction management services, \$13,908 for legal fees, \$2,975 for publication and legal notices, \$2,250 for printing, mailing and office supplies, and other project related costs as detailed in the budget journal form \$69,666.

The total estimated cost for the Reuse and Expansion Plan for the replacement of the existing Animal Services Facility located at 2846 Finch Road, Modesto was estimated between \$9.9 million and \$10.8 million, depending on the final layout and design details and approach. This estimate was completed prior to any design work for the plan, and assumes reuse of a portion of the existing facility and reuse of the existing site.

This project as approved by the Board of Supervisors on April 15, 2008, is listed in the Final Fiscal Year 2007-2008 Stanislaus County Capital Improvement Plan: Animal Services Facilities Plan Implementation, Project Number 2002.013.

It is anticipated that project Costs will be shared among the County and the Cities using the facility in the new cost sharing agreements. The County provides the shelter and

field animal services on behalf of the Cities of Newman, Patterson, Ceres, Riverbank, Waterford, Hughson and the unincorporated area of the County. In addition, the County provides the Animal Shelter services to the City of Modesto by contract. Current discussions include the creation of a Joint Powers Agency (JPA) for the provision of animal services and the creation of an equitable cost sharing formula that would reflect each of the partner public agencies paying their share of costs for the services provided by Animal Services as well as each agency paying their share of cost for the new facility. Staff has met on at least one occasion, and more with some, with each City with whom the County provides Animal Services and those discussions continue.

DISCUSSION:

Overview

In 2006 the Board of Supervisors authorized staff to conduct a Needs Assessment for the Animal Shelter to develop a feasible, practical long term facility and operational plan to meet both short term and long term expansion needs. On March 20, 2007 the Needs Assessment and Master Plan was presented and approved by the Board of Supervisors. The Board accepted the Plan and gave approval to develop an Implementation Plan.

A project team comprised of staff from the Chief Executive Office, Animal Services and members from the Animal Advisory Board and a City of Modesto representative was tasked with this effort. The team's work has focused on the Needs Assessment and Master Plan completed by Miers & Associates as well as development of the next steps towards expansion and renovation of the Animal Shelter Facility. The Board of Supervisors authorized the staff to use expert services to assist with this phase of work. This has included pre-design planning; construction management and independent cost estimators.

On April 15, 2008 The Board of Supervisors approved the recommended approach, Option 2: Reuse and Expansion Plan for the replacement of the existing Animal Services Facility located at 2846 Finch Road, Modesto. This option includes a combination of new construction coupled with renovation and re-use of some of the existing facilities. Under this option, the current Adoption modular building and both existing kennel buildings will be demolished and a landscaped plaza will be developed. All services will relocate into the new 16,550 square foot facilities temporarily until the remodeling of the remaining buildings are completed. The re-use of the existing Administration and Medical/Laundry buildings will accommodate support functions: staff restrooms, lockers and showers; building maintenance shop; general storage; bulk food storage, etc. The Quarantine/Euthanasia facility would be remodeled and returned to its existing use.

On April 15, 2008 the Board also authorized staff to issue a Request Proposals (RFP) for Architectural Services to prepare bid documents. Staff advertised for proposals and

invited all local Architects to propose on this project. On May 6, 2008, nine proposals were received. On May 8, 2008 a project team met and reviewed the proposals in accordance with the criteria and requirements of the Request for Proposals. The team selected six firms for further interviews. Those firms were DLR Group, Kappe Du/Animal Arts, Lionakis, Nester + Gaffney Architecture, Pacific Design Associates and Richard Rauh, Architectural Corporation in collaboration with Rauhaus Freedendled and Associations. Subsequently, Pacific Design Associates, Inc. and DLR Group opted not to continue their interest in this project.

A separate team of county staff, from the Chief Executive Office and Animal Services, Animal Advisory Board member, two staff from the City of Modesto, then interviewed the remaining four firms and recommended that background checks and site visits be conducted for two finalist firms, Kappe Du and Richard Rauh. Extensive background checks were conducted and thoroughly reviewed to ensure that the experience and animal services facility projects conducted elsewhere were fully examined for their results. Then a team visited the firm rated by the selection committee as the most qualified to conduct the design for the project. The team also visited projects completed by this firm to gain a greater understanding of the quality of the work conducted. As a result of the proposals, interviews, background checks and site visits, the team recommends the selection of the Richard Rauh, Architectural Corporation as the design team for this project.

The staff has evaluated construction delivery approaches based on the lowest cost approach and the shortest schedule. Both are significant factors, but the approach needs to ensure that the project is delivered at the very lowest cost possible. The design-build approach is recommended, however the contract with the Architect will allow for the more traditional design bid build approach if it is determined that approach better meets the project needs. It is recommended that the staff be authorized to initiate design and return to the Board with the first phase of design concurrent with the completion of negotiations with the partner cities, prior to the project design being fully executed. Under the agreement, the County, may at its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and request Richard Rauh, an Architectural Corporation to serve as the County's principal Project architect. In such case, the Chief Executive Office will return with a report and staff recommendations for the Board's consideration.

The total estimated cost for the bridging design phase under consideration by the Board is \$428,057 and is funded by existing appropriations in the Plant Acquisition budget. This includes funding of \$297,600 for architectural services, \$41,658 for construction management services, \$13,908 for legal fees, \$2,975 for publication and legal notices, \$2,250 for printing, mailing and office supplies, and other project related costs as detailed in the budget journal form \$69,666. The Chief Executive Office will return to the Board prior to beginning the construction phase of the project and will seek Board approval for expenditures for the construction phase.

This is an important public effort. Considerable time has been devoted to developing new public partnerships, working with the Board's Animal Advisory Board, interested community groups and the County's partner cities. The Chief Executive Office staff have met with each City who contracts with the County to discuss the new partnership agreements needed, the estimated costs and the concept of a Joint Power Agency (JPA) for the provision of Animal Services. Most recently staff has had on going discussions with the City of Modesto. The City of Modesto is currently completing their due diligence required by the City Council for this project in accordance with the letter dated May 29, 2008 from Mayor Ridenour to the Board of Supervisors. The County continues to work together with the contracted cities, veterinarians, Animal Advisory Board, rescue organizations and the public in developing a partnership that addresses the animal problem in Stanislaus County. A new facility is not the only solution. The County continues to have discussions on programs that can effectively deal with the issues of educating the public on responsible pet ownership and emphasizes the importance of spay and neuter efforts.

It is recommended that the County proceed to initiate the design phase of the project concurrent with the discussions and final negotiations with the partner cities. Funding is recommended from existing appropriations in the county budget and would be part of the overall project cost ultimately shared by all participating agencies.

POLICY ISSUE

Meeting the needs of Animal Services in our community is consistent with the Board of Supervisors priorities of a safe community, a healthy community, effective partnerships and efficient delivery of public services.

STAFFING IMPACT

Staff from the Chief Executive Office, Animal Services Department and members of the Animal Advisory Board and the City of Modesto will continue to work together on this effort in collaboration with the cities and the animal advocate community.

County of Stanislaus: Auditor-Controller Legal Budget Journal

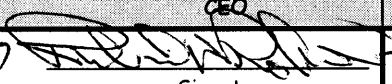
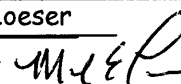
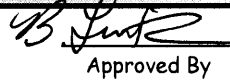
Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget	
Category	* List - Text	Budget - Upload	
Source	* List - Text	AC GL LS	
Currency	* List - Text	USD	
Budget Name	List - Text	LEGAL BUDGET	
Batch Name	Text		
Journal Name	Text	CEO ML 8-22-08	
Journal Description	Text	Transfer appropriations from Plant Acq to Animal Services.	
Journal Reference	Text		
Organization	List - Text	Stanislaus Budget Org	

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue (format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY LIST - EXT	text		
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Pb	2022	0061100	62630	0000000	000000	000000	00000	3750				AUG-08	Outside Printing Se
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Pb	2022	0061100	63120	0000000	000000	000000	00000	325				AUG-08	Programming
Pb	2022	0061100	63256	0000000	000000	000000	00000	2000				AUG-08	Contracts - Consulta
Pb	2022	0061100	63640	0000000	000000	000000	00000	13908				AUG-08	Legal Fees
Pb	2022	0061100	64100	0000000	000000	000000	00000	5000				AUG-08	Abatement & Demo
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Pb	2022	0061100	65000	0000000	000000	000000	00000	2975				AUG-08	Publications & Legal
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Pb	2022	0061100	73511	0000000	000000	000000	00000	627				AUG-08	Govt Fund Bill Audit
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Pb	2022	0061100	74110	0000000	000000	000000	00000	19				AUG-08	Mail Room Services
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Explanation:

Requesting Department	CEO	Data Entry	Auditors Office Only
Mark Loeser			Lisa Sandoval
Signature 	Signature	Keyed by	Prepared By 
8-22-08	8-22-08	Date	8-22-08
Date	Date	Date	Date

COUNTY OF STANISLAUS
AGREEMENT BETWEEN
COUNTY OF STANISLAUS AND
RICHARD RAUH, AN ARCHITECTURAL CORPORATION

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this 26th day of August, 2008, in the City of Modesto, State of California, by and between Richard Rauh, An Architectural Corporation, hereinafter referred to as (“**Bridging Architect**”) and the COUNTY OF STANISLAUS, hereinafter referred to as (“**County**”).

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

1. **Scope of Professional Services.** For the Project described in Appendix A (“**Project**”), Bridging Architect shall perform the professional services described in Appendix B (“**Services**”), for the compensation set forth in Appendix C (“**Compensation**”), which appendices are attached and made a part of this Agreement.
2. **Term.** This Agreement shall become effective upon its execution by Bridging Architect and by County (including approval by the County Counsel). All Services whenever performed shall be deemed performed under this Agreement, and all compensation whenever paid to Bridging Architect on account of the Services shall be deemed as payments of the Compensation and subject to the terms of this Agreement.
3. **Standard of Performance.** Bridging Architect represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standards of practice ordinarily exercised by a professional having experience in performing professional services of like nature and complexity of the Services working on similar projects. The Bridging Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
4. **Schedule.** The Bridging Architect agrees to perform the Services in accordance with the time periods specified in Appendix A and in accordance with any schedule included in this Agreement by reference in Appendix A or a separate appendix. The Bridging Architect will not be responsible for delays to the Project to the extent such delays are caused by events beyond the reasonable control of Bridging Architect, however, Bridging Architect will be responsible for any delays to the Project to the extent caused by Bridging Architect’s negligent failure to properly perform the Services.
5. **Subconsultants.** Bridging Architect shall perform the Services using the key personnel and subconsultants listed in Appendix A. Bridging Architect shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of their scope of services. Bridging Architect may substitute personnel or subconsultants or subcontract any portion of the Services, only upon County’s written consent, which may be withheld in County’s reasonable discretion and subject to the terms in Appendix A. Bridging Architect shall be fully responsible for the work of its subconsultants.
6. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Bridging Architect’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.
7. **Role of Bridging Architect.**
 - 7.1 Pursuant to Public Contract Code Section 20133, Bridging Architect acknowledges and agrees that it cannot also serve as the Design-Build architect for this Project.

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

8. Indemnification and Liability.

8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782 *et. seq.*), Bridging Architect shall indemnify and hold harmless County and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Bridging Architect or its subconsultants), expense and liability (including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent caused by the negligence or wrongful act(s) of Bridging Architect, anyone employed by Bridging Architect, or anyone for whom Bridging Architect is legally responsible in performance of services under this Agreement (collectively "Liabilities"). In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

8.2 Bridging Architect shall indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including reasonable 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.

8.3 County shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Bridging Architect for damages resulting from the negligence of the general contractor and its subcontractors. County shall also include a provision in the construction contract with the general contractor on the project requiring the general contractor to name Bridging Architect as an additional insured on its CGL insurance coverage. Bridging Architect shall review the construction contract prior to bidding to confirm that such provision has been included in the draft of the bid documents.

8.4 Bridging Architect shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 County acknowledges that the discovery, presence, handling or removal of asbestos products polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Bridging Architect's expertise and is not included in the scope of Services Bridging Architect is to perform nor included in Bridging Architect's insurance. County shall hire an expert consultant in this field if the Project involves such materials. Bridging Architect shall not be responsible for or be involved in any way with the discovery, presence, handling or removal of such materials. Bridging Architect shall be responsible to coordinate with County's expert consultant as required by Appendix C.

9. Notices and Communications. County and Bridging Architect shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

County of Stanislaus
Capital Projects Office
825 12th Street
Modesto, CA 95354
Attn: Gino Colacchia
Project Manager

Bridging Architect Address
Richard Rauh, An Architectural Corporation
23101 Moulton Pkwy 106
Laguna Hills, CA 92653

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service. All notices and normal project communications must be addressed to and/or copied to the County's Owner's Representative (Gino Colacchia or such other person designated in writing by County), including but not limited to notices, payment requests, information requests, approval requests, coordination requests, authorization requests, confirmations of conversations, routine correspondence and deliverables.

10. **Insurance.** Bridging Architect shall comply with all requirements of Appendix D, which is attached and made a part of this Agreement.

11. **Independent Contractor.** Bridging Architect shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between County and Bridging Architect, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Bridging Architect shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Bridging Architect represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, Bridging Architect will issue County a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving County of all liability for any tax relating to the scope of this Agreement. The Bridging Architect shall pay all other taxes including but not limited to any applicable City of Modesto business tax, not explicitly assumed in writing by County hereunder. The Bridging Architect shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

12. **Conflict of Interest; Confidentiality.**

12.1 Bridging Architect represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code and Section 20133 of the Public Contract Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

12.2 Bridging Architect represents that it has completely disclosed to County all known facts bearing upon any possible interests, direct or indirect, which Bridging Architect believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by County for cause. Bridging Architect agrees to comply with all conflict of interest codes adopted by the County and its reporting requirements.

12.3 Bridging Architect covenants that it presently has no known interest, and shall not have any interest, direct or indirect, which would knowingly conflict in any manner with the performance of Services required under this Agreement. Without limitation, Bridging Architect represents to and agrees with County that Bridging Architect has no known present, and will have no future, conflict of interest between providing County the Services hereunder and any interest Bridging Architect may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or

state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County. The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

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

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

12.6 Bridging Architect shall not employ, or attempt to employ, any person who is or was employed by County at any time that this Agreement is in effect, during the term of this Agreement and for a period of six months after the termination of this Agreement or the completion of the Work, without the written consent of the County.

12.7 Bridging Architect and County agree that Bridging Architect's unique talents, knowledge and experience form a basis for this Agreement and that therefore the services to be performed by Bridging Architect under this Agreement are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by Bridging Architect unless approved by written instrument executed and approved in the same manner as this Agreement.

12.8 The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

13. Suspension and Termination of Services.

13.1 County may direct Bridging Architect to suspend, delay or interrupt Services, in whole or in part, for such periods of time as County may determine in its sole discretion. County may issue such directives without cause. County will issue such directives in writing. Suspension of Services shall be treated as an excusable delay, however, suspension of services beyond sixty (60) days may entitle Bridging Architect to additional compensation, if extra costs are actually incurred.

13.2 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Bridging Architect commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of County's written notice to Bridging Architect demanding such cure. In the event County terminates this Agreement for default, Bridging Architect shall be liable to County for all loss, cost, expense, damage and liability resulting from such breach and/or termination as permitted by applicable law.

13.3 Upon seven (7) days written notice, County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever County determines that such termination is in County's best interests. In the event County terminates this Agreement for convenience, Bridging Architect shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, up to the amount that Bridging Architect would have otherwise earned under the Agreement up to the date of the termination, but may recover no other cost, damage or expense. If such part terminated is severable or priced separately in the Agreement, however, then such severable or separate pricing shall determine the deductive price for the termination.

14. Ownership of Work Product.

14.1 Any interest (including copyright interests) of Bridging Architect or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Bridging Architect or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of County. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of County, excluding Bridging Architect's standard sheets, details, and notes. In the event that it is ever determined that any works and any former works created by Bridging Architect or its subconsultants under this Agreement are not works for hire under U.S. law, Bridging Architect hereby assigns to County all copyrights to such works when and as created. Bridging Architect may retain and use copies of such works for reference and as documentation of experience and capabilities.

14.2 Bridging Architect hereby grants to County a non-exclusive, irrevocable license in perpetuity to all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Bridging Architect or its subconsultants (the "Documents") at any time in connection with the Services. Under this license County may reproduce, distribute, modify or create derivative works of the Documents for the purposes of completion, use and occupancy of the Project. In the event County utilizes any portion of the Documents without the involvement of Bridging Architect, County agrees to remove from the Documents all title blocks and information identifying Bridging Architect. Any reuse of the Documents on other projects or future modifications to this Project without the written agreement of the Bridging Architect will be at the County's risk and without liability or legal exposure to the Bridging Architect and County agrees to defend, indemnify and hold harmless the Bridging Architect from any claims arising therefrom.

15. Audit/Inspection of Records.

15.1 Bridging Architect shall maintain all documents and records prepared by or furnished to Bridging Architect during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Bridging Architect shall permit County to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to County by this section. Such rights shall be specifically enforceable.

15.2 The Bridging Architect shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by Bridging Architect in the performance of this Agreement. If such books and records are not kept and maintained by Bridging Architect within a radius of fifty (50) miles from the Capital Projects offices of County at 825 12th Street, Modesto, California 95354, Bridging Architect shall, upon request of County, make such books and records available to County for inspection at a location within said fifty (50) mile radius or Bridging Architect shall pay to County the reasonable, and necessary costs incurred by County in inspecting Bridging Architect's books and records, including, but not limited to, travel, lodging and subsistence costs. Bridging Architect shall provide such assistance as may be reasonably required in the course of such inspection. County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by County, and Bridging Architect

shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after County makes the final or last payment or within three (3) years after any pending issues between County and Bridging Architect with respect to this Agreement are closed, whichever is later.

16. Non-discrimination. Bridging Architect shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Bridging Architect shall comply with all federal, state and local laws (including, without limitation, County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Bridging Architect shall provide all information reasonably requested by County to verify compliance with such matters. Bridging Architect stipulates, acknowledges and agrees that County has the right to monitor Bridging Architect's compliance with all applicable non-discrimination requirements.

17. Disputes. Provided County continues to pay undisputed invoices, Bridging Architect shall continue its work throughout the course of any dispute, and Bridging Architect's failure to continue work during a dispute shall be a material breach of this Agreement. Bridging Architect shall provide County with written notice of claims for additional compensation within a reasonable time of knowledge thereof (but no later than 20 calendar days after first knowledge), supported by correspondence and written materials evidencing the change in the scope of the Services (within 20 additional days), for the purpose of negotiations of the claim and resolution thereof; otherwise, such claim is waived. Claim negotiations shall occur a minimum of two times, once at the project level, and then at the executive level. Should claim negotiations prove unsuccessful, and if Bridging Architect files a Government Code section 910 claim, then pursuant to Government Code Section 930.2, the time period to do so shall be no later than 120 days following completion or termination of the Services (whichever first occurs.) The parties must thereafter engage in non-binding mediation using a mediator pre-qualified by the American Arbitration Association for construction industry mediation, as a precondition of any litigation for all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The requirements of this section are non-waivable except by written agreement signed by both parties and approved as to form by their legal counsel.

18. No incidental or special damages. Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. California Law. This Agreement shall be deemed to have been executed in the City of Modesto, Stanislaus County, California. Enforcement 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 litigation arising from or relating to this Agreement shall be in Stanislaus County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the unenforceable provision shall be stricken and the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

20. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the County or the Bridging Architect. Bridging Architect's services hereunder are being performed solely for the benefit of County and 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.

21. **Entire Agreement.** This Agreement shall supersede all prior or contemporaneous purchase orders, letter agreements or any other agreements (oral or written) that may apply to Services. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

22. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any County representative, or certification by any governmental entity, shall in no way limit Bridging Architect's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof (including, but not limited to, provisions previously waived or not enforced). This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of County and Bridging Architect.

23. **Statutes of limitation.** As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of County's issuance of the final payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

24. **Severability.** Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof 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 to the greatest extent permitted by applicable law.

25. **Insurance coverages.** Any provision of this Agreement or of any subsequent agreement or modification to this Agreement, that in any manner purports to waive recovery of damages otherwise subject to any insurance coverages, shall be void.

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

STANISLAUS COUNTY

By _____
Patricia Hill Thomas
Chief Operating Officer/
Assistant Executive Officer

Richard Rauh, An Architectural Corporation

By _____


Print Name and Title

Attest _____

Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

Richard Rauh, An Architectural Corporation
23101 Moulton Pkwy 106
Laguna Hills, CA 92653

Approved as to form and legality this 15th day of September, 2008.



John P. Doering
County Counsel

County Resolution No. _____

**THIS AGREEMENT SHALL NOT BE VALID OR
EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL
SIGNED BY THE COUNTY COUNSEL.**

LIST OF APPENDICES AND SCHEDULES

Appendix A	Scope of Bridging Architect's Services
Appendix B	Services
Appendix C	Compensation
Appendix D	Insurance

APPENDIX A – SCOPE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated August 26, 2008 (“Agreement”) between STANISLAUS COUNTY (“County”) and Richard Rauh, An Architectural Corporation (“Bridging Architect”), for the provision of professional services (“Services”).

BACKGROUND

The County Staff believes the addition of a new facility along with prefabricated animal holding facilities and the reconstruction of the existing facility site on Finch Road can meet the needs of the County for the next twenty years. A new (expansion) facility would provide for intake, surgery, care and treatment of sick animals, strays, staff work areas; public intake and adoption facilities. With modifications the existing facility can be re-used for food storage, general storage and staff work. Prefabricated animal holding facilities could be used to economically house animals.

The existing site is adequate to support long-term needs, central to the service population, recognizable and known to the public, and would take advantage of collocation with the existing facility to minimize new building requirements. Based on Staff studies, and if all the cities remain as contract partners in the County shelter operation, the construction of a new addition for the main Shelter area of approximately 16,300 square feet could occur adjacent to (to the west of) the current facility, approximately 9,800 SF of the existing facility could be renovated, and approximately 12,300 SF of prefabricated animal holding facilities could be placed on the site.

INTRODUCTION

Stanislaus County Animal Services provides a full-range of animal control, treatment, holding, care, education and adoption services to the unincorporated areas of Stanislaus County and to each incorporated city within the County, excluding Turlock and Oakdale. The County provides animal shelter facilities by agreement with the City of Modesto; and full animal services (collection and shelter) to the cities of Ceres, Hughson, Newman, Patterson, Riverbank and Waterford. The County's Animal Shelter is located at 2846 Finch Road in Modesto at Mitchell Road near the City of Modesto/Stanislaus County Airport.

The Animal Shelter facility was designed in 1972 to accommodate animal services when the County's total population was estimated at 208,299. Since the facility's design, the County's population has increased 254% to an estimated 528,392' in 2007. Although the County's population is not a direct indicator of the volume of animal services, the vast majority of animals held at the shelter are related to the residential population, rather than wild animals, working or pure-bred animals.

The facility is comprised of a 12,925 square feet shelter and a modular Adoption Center. The existing shelter is operating over its designed capacity for both animals and staff. This makes controlling the spread of disease, managing the safe handling of animals, limiting use of euthanasia of adoptable animals and segregating healthy, sick, injured and adoptable animals difficult. The overcrowding of the existing facility had also resulted in inadequate staff work areas and public space.

Several measures have been taken recently to minimize the impact of the crowded operational conditions at the shelter, including the installation of new laundry equipment, replacement of doors, expansion of the animal quarantine capacity, installation of fans to better circulate air, heating and cooling. These measures have provided limited improvement of conditions at the facility.

The number of animals brought into the shelter by the public or by the Animal Control Officers has been reduced by the introduction of various programs and, over the past five years, has remained relatively constant at about 18,600 total animals annually. Aggressive campaigns to increase public education about responsible pet ownership, spay and neuter programs and pet licensing, pet adoption and foster care programs have greatly reduced the number of animals that would have otherwise been brought into the Animal Services shelter. Prior to the past five years, the total number of animals had increased proportionate to the growth in the total population in Stanislaus County.

THE NEEDS ASSESSMENT REPORT

The full report of the Needs Assessment and Facility Program for the Stanislaus County Animal Shelter, by George Miers & Associates, is available for review. A second volume includes the technical data used in the development of the report and as a resource for the proposed shelter facility's design. This includes the Project Team meeting minutes, facility planning questionnaires and recommended design performance specifications. The second volume

is also available for public inspection. Subsequent studies were conducted by Grossmann Design Group which are also available. Please contact the Stanislaus County Capital Projects at (209) 525-4380 for further information.

STUDY FINDINGS

The existing Animal Shelter is both outdated and overcrowded, and was not designed to properly house the number of dogs and cats that come into the facility. A five-year trend analysis indicates that the number of animals held has remained at 18,600 per year, reflecting the capacity of the existing shelter, the high rate of euthanasia and the effect of public education, spay and neuter programs and the other "program" measures. The projected number of animals assumes the continuation of existing contracts for service with Ceres, Hughson, Modesto, Newman, Patterson, Riverbank and Waterford.

An alternate calculation of animals that would include service to Oakdale and Turlock was made, but this was not assumed in the development of the facility requirements presented in the recommended plan. The Finch Road site could accommodate all needs in the event that all cities were included in the County's program.

The Stanislaus County Animal Shelter, the Oakdale shelter and the City of Turlock Animal Shelter are the only shelter facilities available in Stanislaus County. Most communities also have private non-profit shelter facilities and services by animal services and rescue groups, such as the Society for the Prevention of Cruelty to Animals (SPCA) and other organizations. The County and partner cities should encourage and support the development of private, nonprofit shelters to augment the services provided by the Stanislaus County Animal Services Department. The existing facility's design (at a level appropriate for 1972 needs) and the overcrowding both contribute to the spread of disease among animals, jeopardizing both animal and staff safety.

The existing facility does not provide capacity to fully comply with the Hayden bill, and other guidelines provided by the State of California.

In any plan, additional animal housing is required to provide for the necessary segregation of healthy, sick or injured and adoptable animals. Although the County's population will continue to increase to over 700,000 by 2020, the need for additional housing capacity can be minimized by aggressive implementation of spay neuter and adoption programs, community education, adoption of an extended animal holding period, and use of improved design of animal habitats. Effective programs in these areas will take several years to result in reductions to animal held statistics - immediate needs should represent the maximum holding requirements, with reductions in the long-term resulting from successful programs.

RECOMMENDATIONS

The findings of the Animal Services Needs Assessment and the discussions between the consultant and the Project Team resulted in numerous recommendations. They are:

- Reuse portions of the existing facility with renovations for staff work areas, food and other materials storage. Staff believes 3 buildings of approximately 9,820 SF can be remodeled. Two buildings and a modular building will have to be abated and demolished.
- Construct a new, expansion facility at the existing site on Finch Road for administration, volunteers, adoption and other public areas, and veterinarian. The new building could be as large as 16,550 SF.
- Purchase and installation of approximately 12,310 SF of prefabricated animal holding facilities.
- Additional parking and utility services

If long-term programs result in a reduction in the number of animals held, the existing shelter's healthy and adoptable animal holding may not be required after 2015. By that time, the existing facility will be 40 years old and, if not required, can be demolished to provide additional open space, or substantially renovated for continued use.

HAZMAT CONSULTANT

The County has contracted with RGA Environmental, Inc., 1260 45th Street, Emeryville, CA 94608 as its Hazmat Consultant. A copy of their Asbestos Survey Report dated February 29, 1996 will be forwarded under separate cover. RGA Environmental, Inc. will continue as the Hazmat Consultant for the County throughout the project.

ANIMAL SERVICES CENTER SPACE PROGRAM

	Program (SF)
1.0 EXTENDED ADOPTION AREA	
Cages, Kennels, Rooms	
Dog Adoption Room	0
Dog Socialization Rooms	450
Dog Socialization Rooms	450
Food Prep	60
Food Prep	60
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	264
Indoor Outdoor Kennels	352
Indoor Outdoor Kennels	352
Puppy Pens	24
Adoption Cats	
Cat Rooms	94
Cat Rooms	94
Cat Rooms	94
Cat Rooms	94
Cat Rooms	94
Cat Rooms	94
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Individual Cat Rooms	48
Cat Community Room	185
Cat Community Room	185
Food Prep	80
Small Animals Exotic	94
Subtotal Net	5,976
Net to Gross 40%	2,390
Subtotal Gross	8,366

Public Adoption / Education Area	
Public Counter / Greeting Desk	320
Visitor Lobby / Gallery	400
Video Display / Information	
Gift Shop	288
Computer Education	
Dog Get Acquainted Rooms	120
Cat Get Acquainted Rooms	60
Cat Get Acquainted Rooms	60
Cat Get Acquainted Rooms	60
30 Person Classroom	900
Classroom Storage	40
Public Restrooms	60
Public Restrooms	60
Counseling Area	120
Subtotal Net	2,488
Net to Gross 40%	995
Subtotal Gross	3,483
Public Adoption Education Areas	
Public Counter / Greeting Desk	
Visitor Lobby / Gallery	
Video Display / Information	
Gift Shop	
Computer Education	
Dog Get Acquainted Rooms	
Cat Get Acquainted Rooms	
Cat Get Acquainted Rooms	
Cat Get Acquainted Rooms	
30 Person Classroom	
Classroom Storage	
Public Restrooms	
Public Restrooms	
Counseling Area	
Laundry	144
Subtotal Net	144
Net to Gross 40%	58
Subtotal Gross	202
TOTAL ADOPTION AREA	12,051

2.0 STAFF WORK AREAS

Administration

Director	210
Operations Manager	140
Confidential Assistant	80
Animal Services Coordinator	80
Client Services Supervisor	80
Account Clerk II	64
Account Clerk III	64
Clerical	48
Clerical	48
Volunteer Work Stations	36
Volunteer Work Stations	36
Subtotal Net	886
Net to Gross 40%	354
Subtotal Gross	1,240

Common Areas

Volunteer Help	300
Reception Area	100
Copy Room / Work Area	120
Conference Room	240
Mail Area	20
Coffee Alcove	30
Subtotal Net	810
Net to Gross 40%	324
Subtotal Gross	1,134

Total Staff Work Area	2,374
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3.0 ANIMAL HOLDING AREAS

Holding Dogs & Puppies

Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Indoor / Outdoor Kennels	352
Flexible Kennels	120
Small Dogs & Puppies	100

Holding Cats and Kittens

Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Cats	139
Holding Kittens	79

Holding Small Animals

139

Sick / Isolation / Feral

Dogs	315
Dogs	315
Dogs	315
Cats	116
Cats	116
Cats	116
Cats	116

Protective Custody / Custody

Dogs	352
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Farm Birds

180

Subtotal Net	7,993
Net to Gross 40%	3,197
Subtotal Gross	11,190

TOTAL ANIMAL HOLDING AREA

11,190

4.0 ANIMAL SHELTER SUPPORT FUNCTIONS	
Grooming	360
Food Preparation	150
Food Preparation	150
Isolation Food Prep	100
Pantry	100
Laundry	200
Laundry Storage	120
Behavioral Evaluation Rooms	
Dog Evaluation	180
Cat Evaluation	80
Surrender area	
Lobby	120
Reception Desk	40
Exam Room	120
Cage / Kennels	195
Grieving / Conference Room	120
In House Shelter Medical Room	
Vet Office	168
Vet Tech	80
Vet Tech	80
Surgery	180
Surgery Work Center	308
Oxygen Closet	30
Medical Storage	120
X - Ray Room	120
ACO Intake / Work Area	
Garage / Sallyport	0
Animal Control Intake Registry	220
Animal Control Intake Exam	120
Officer's Report Writing	36
Officer's Report Writing	36
Officer's Report Writing	36
ACO Office Area	
ACO Supervisor	140
ACO's	64
ACO's	64
ACO's	64
ACO's	64
Dispatch	150
Briefing Room	150
File Rooms	108
Evidence Room	100
Gun Storage Closet	30
Radio / Battery Charging	0
Shelter Staff / Work Areas	
Animal Care Supervisors Office	140
Lead Animal Care Specialist	
Animal Care Specialist	
Flexible Shelter Staff Work Stations	36
Flexible Shelter Staff Work Stations	36
Flexible Shelter Staff Work Stations	36
Subtotal Net	4,751
Net to Gross 40%	1,900
Subtotal Gross	6,651
TOTAL ANIMAL SUPPORT FUNCTIONS	6,651

5.0 FACILITY SUPPORT SERVICES	
Building Maintenance Workshop	
Facilities Maintenance Supervisor	140
Euthanasia	
Euthanasia Room	180
Euthanasia Holding Vestibule	60
Freezer Vestibule	50
Freezer	225
Electrical Room	250
Mechanical Room	0
Telephone Equipment Room	16
Computer Servers	150
2 - 4 Vehicle Sallyport (Incl Elsewhere)	
Janitor Closet	80
Rest Rooms / Lockers / Showers	363
Rest Rooms / Lockers / Showers	363
Staff / Volunteer Lounge w/ Kitchen	240
Food Storage	300
General Storage	300
Chemical Mixing Room	80
Recycling / Thrash Storage	90
Building Maintenance Workshop	216
Subtotal Net	3,103
Net to Gross 40%	1,241
Subtotal Gross	4,344
TOTAL FACILITY SUPPORT SERVICES	4,344
TOTAL SPACE REQUIRED	36,611

DRAFT PROJECT BUDGET

March 14, 2008

ANIMAL SERVICES

Draft Job Cost Report

OPTION 2 14,230 SF NEW 9,819 REMODEL AND 12,309 MODULAR

DESCRIPTION	QUANTITY	UN	COST PER UNIT	BUDGET
Services & Supplies				
Misc Expenses	1	LS	\$5,000	\$ 5,000.00
Owner Contingency	10% Non Construction Cost	%	10%	\$ 169,332.83
Office Supplies	1	LS	\$15,000	\$ 15,000.00
Outside Printing Services	1	LS	\$25,000	\$ 25,000.00
Postage	1	LS	\$500	\$ 500.00
Professional & Special Services	1	LS	\$5,000	\$ 5,000.00
Accounting, & Finance	-	LS	\$0	\$ -
Outside Auditing	-	LS	\$0	\$ -
Programming	1	LS	\$75,000	\$ -
Contracts - Consultants	-	LS	\$5,000	\$ 5,000.00
Engineering Services	-	LS	\$5,000	\$ -
Other Design Consultants (Acoustics, Lighting, etc)	1% Of Construction Cost		1%	\$ -
Security Services	-	LS	\$15,000	\$ -
Legal Fees	1	LS	\$50,000	\$ 50,000.00
Abatement & Demo Consultant	20% Of Site Clearing Costs	%	20%	\$ 13,000.00
Code Required Testing Firms	2% Of Construction Cost		2%	\$ 163,119.81
Moving / Relocation Expenses	-	LS	\$35,000	\$ -
Inspectors	2% Of Construction Cost		2%	\$ 163,119.81
Arch & Engr Fees	9% Of Construction Cost		9%	\$ 734,039.16
Construction Manager	5% Of Construction Cost		5%	\$ 407,799.54
Geotechnical Services	1	LS	\$15,000	\$ 15,000.00
Consulting Services	-	LS	\$10,000	\$ -
Publications & Legal Notices	1	LS	\$10,000	\$ 10,000.00
Rents & Leases	-	LS	\$5,000	\$ -
Meeting Allowance	-	LS	\$5,000	\$ -

Environmental Impact Reports	1	LS	\$5,000	\$	5,000.00
Abatement & Demolition	-	SF	\$10	\$	-
Building Permits	1	LS	\$10,000	\$	10,000.00
Other Travel Expenses	-	LS	\$5,000	\$	-
Infrastructure (Streets & Traffic, Utility Service)	1	LS	\$25,000	\$	25,000.00
Utility Connections (Fees Charged by Utility Companies)	1	LS	\$25,000	\$	25,000.00
Subtotal Services And Supplies				\$	1,845,911.16
Govt Fund Bill Auditor	1	LS	\$1,500	\$	5,000.00
Govt Fund Bill Purchasing	1	LS	\$2,500	\$	7,500.00
PW Engineering Services	-	LS	\$0	\$	-
Long Distance Calls	-	LS	\$1,500	\$	-
Non Systems Charges	-	LS	\$5,000	\$	-
Central Services Printing	1	LS	\$1,500	\$	1,500.00
Quick Copy Services	1	LS	\$500	\$	500.00
Mail Room Postage Meter	1	LS	\$125	\$	125.00
Mail Room Services	1	LS	\$125	\$	125.00
Data Processing Services	-	LS	\$500	\$	-
Pickup & Delivery	1	LS	\$500	\$	2,000.00
Stores Office Supplies	1	LS	\$1,500	\$	-
Centrex Calls Costing	-	LS	\$1,000	\$	-
Subtotal				\$	16,750.00
Structures and Improvements					
Land Costs	-	SF	\$100	\$	-
Abatement & Demolition	-	SF	\$10	\$	-
Non animal Areas New & Renovated	26,139	SF	\$234	\$	6,113,232.00
Prefabricated Animal Holding	12,309	SF	\$90	\$	1,107,810.00
On Site Improvements	-	LS	\$1,000,000	\$	-
Sitework	-	SF	\$10	\$	-
Surveys	1	LS	\$5,000	\$	5,000.00

Surveys & Investigations (Phase 1 / Phase 2)	1	LS	\$15,000	\$ 15,000.00
Signage & Graphics	-	SF	\$1	\$ -
Design & Construction Contingency	10% Of Construction Cost	%	10%	\$ 741,453.70
Data & Communication	-	SF	\$10	\$ -
Art In Public Places	-	%	0%	\$ -
Equipment Veterinary	1	LS	\$105,300	\$ 105,300.00
Furniture, Fixtures, & Equip	4,000	SF	\$15.00	\$ 60,000.00
Office Equipment	-	SF		\$ -
Computer Equipment	1,639	SF	\$5	\$ 8,195.00
Alarm / Security Systems	-	SF	\$2	\$ -
Fences	-	LF	\$12	\$ -
Subtotal Structures and Improvements				\$ 8,155,990.70
Land Acquisition				
Site Selection				\$ -
Real Estate Assessment & Legal Fees	-	LS	\$75,000	\$ -
Subtotal Land Acquisition				\$ -
TOTAL EXPENDITURES				\$ 10,018,651.86

KEY PERSONNEL AND SUBCONTRACTORS

1 The following are the Bridging Architect's key personnel under this Agreement:

Name:	Title:	Contact Information:
Richard Rauh	Project Manager	
James Owens	Architectural Design	

2. The following are the Bridging Architect's subcontractors under this Agreement:

Subcontractor Firm:	Subcontractor Address:	Contact Person:	Contact Person's Phone Number:
Cross Engineering	3198-G Airport Loop Drive Costa Mesa, CA 92626	Kirk Dalton Cross	714.556.5475
RPM Engineers, Inc	102 Discovery Irvine, CA 92618	Raymond Phua	949.450.1229
RG&D Design Group, Inc	161 Fashion Lane Suite 201 Tustin, CA 92780	Rick Spruengli	714.368.9100
Hourian Associates	24661 Del Prado Suite 3 Dana Point, CA 92629	John Hourian	949.489.5623

END OF APPENDIX A

APPENDIX B – SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement (“Agreement”) dated August 26, 2008 between STANISLAUS COUNTY (“County”) and RICHARD RAUH, AN ARCHITECTURAL CORPORATION Freeddenfeld & Associates (“Bridging Architect”), for the provision of professional services (“Services”).

1. The Project will be located at a site in Modesto, California, on property owned by the County of Stanislaus at the site of the existing Stanislaus County Animal Shelter at the intersection of Mitchell and Finch Roads. The Project budget is between \$9 and \$11 million and the Project will include:

- a. the renovation of 3 existing buildings, administrative, clinic and quarantine buildings office and support buildings;
- b. the demolition of 3 buildings, an existing adoption center and kennel buildings,
- c. the construction of a new adoption center, office and clinic building;
- d. the construction of a new pre-fabricated general animal holding facility;
- e. the construction of a storm drainage retention pond; and
- f. traffic improvements to Finch Road.

The existing Animal Shelter facility is both outdated and overcrowded and is not designed to properly house the number of animals that come into the facility. The existing facility's design is consistent with animal housing practices of the 1970's when multiple animal kenneling and short stray animal holding periods were common. Since the current facility's opening, State legislation and animal holding standards have significantly changed. Two significant legislative actions, the "Hayden Bill" and the "Vincent Bill" dramatically impacted animal shelter facilities. The "Hayden Bill", mandated increases in the minimum holding periods, rendering the current facility's capacity inadequate. This pressure on capacity has increased disease and stress levels of impounded animals, which in turn has heightened safety risks to staff interacting with impounded animals. The "Vincent Bill" mandated that all public animal shelters spay and neuter all adoptable animals prior to release from the shelter.

The new facilities will be required to provide for the necessary segregation of healthy, sick, injured and adoptable animals. The new facilities will be required to accommodate a minimum of 350 animals on a daily basis, together with all necessary spaces to support this activity. The site will require some traffic improvements, expanded parking lot, improved driveway access, construction of a courtyard between buildings, and construction of a storm drainage retention pond. The Project will be designed using all applicable Codes including Title 19 & 24, the California Code of Regulations, will be ADA compliant, and will meet all life safety codes in force at the time of construction.

2. The County currently plans to utilize the design-build project delivery methodology for the majority of the Project, using Bridging Architect as a bridging architect to assist in preparing the design-build bid package. The Services include those architectural services necessary to prepare bridging documents that will define the Project for the Design Build team. Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County's principal Project architect. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect's compensation, etc.

3. All work shall comply with all applicable laws and regulations, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770 et seq.

4. The successful Bridging Architect will be expected to perform architectural functions including, but not limited to:

4.1 **PREPARE BRIDGING DOCUMENTS.** The bridging architect team will prepare the design criteria, performance specifications and other project-specific material sufficient to provide the basis for competitive procurement as authorized in California Public Contract Code Section 20133.

4.2 **FURTHER DEVELOPMENT AND OVERSIGHT OF PROGRAM.** The Bridging Architect will develop project objectives and estimates; prepare preliminary designs, design criteria, outline and in some cases detail specifications, schematic and in some cases design development level drawings; assist in establishment of schedules, milestone dates, and phasing plans; review special conditions to the design-build construction package submitted to design-build contractors; assist in evaluating the competing design-build proposals; and evaluate, monitor and accept for construction the designs developed by the design build contractor; review and comment on payment applications and submittals; observe construction and assist in conducting inspections for substantial and final completion; and review and comment on all design-related deliverables and submittals of the design-build contractor. This review shall not include review of the accuracy or the completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction of means, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems, or construction safety precautions, all of which are the sole responsibility of the design-build contractor. Bridging Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. The Bridging Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

4.3 **GATHER AND VERIFY PROJECT AND SITE INFORMATION.** The Bridging Architect will conduct a site visit of the existing facilities to coordinate between existing and new construction. The Bridging Architect will include cost for any survey work needed to document existing facilities. The County intends to reuse three (3) of the existing facilities. The Bridging Architect will meet with Capital Projects to establish a program for the function to fit within existing and new space.

4.4 **BUDGET.** The Bridging Architect will correlate the program and endeavor to design to the project budget. Evaluations of the County's budget for the project, the preliminary estimate of the Cost of the Work and the updated estimates of the Cost of the work prepared by the Bridging Architect represent the Bridging Architect's judgment as a design professional familiar with the construction industry. It is recognized however, that neither the Bridging Architect nor the County has control over the cost of the labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Bridging Architect does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by the Bridging Architect.

The budgets, including design and construction contingency, are shown in Exhibit B.

4.5 **PROJECT SCHEDULE.** The Bridging Architect and the Construction Manager shall jointly develop the Project Schedule.

4.6 **DESIGN PHASE.** Based on the County's program and budget requirements, the Bridging Architect will prepare Bridging Documents. If the Bridging Documents and budget are approved, the Bridging Architect will assist the County in taking and evaluating bids from Design Build Teams. If the design - build contract(s) is/are awarded, the Bridging Architect will review and comment on the completion of the design and construction. The Bridging Documents shall be of sufficient detail to show design intent, to correlate the program to new and existing facilities, and to allow Contractors to prepare a bid. In addition, the program shall specify the exact or minimum amount of usable floor areas required, and the environmental conditions (power, light, heating, cooling, ventilation, etc.) required in each programmed space; and, as appropriate, specific design directives and design configuration in specific programmed spaces and more detailed design in specific spaces.

The Bridging Design Phase shall include as a minimum:

- a. Attend a one day value engineering session.
- b. Prepare a site plan to include grading, utilities, entrance drives, and parking.
- c. Describe work necessary to renovate three (3) existing load bearing masonry structures.
- d. Prepare Floor Plans (no less than 1/4" = 1'-0") including space assignments, sizes and locations of installed, fixed and moveable equipment and labeling of net and gross areas for the various parts of the project.
- e. Large scale layouts of various systems.
- f. Preliminary specifications describing performance, size, character, and quality as to kinds of structural, mechanical, and electrical systems
- g. A tabulation of floor area, and a comparison to the space program.
- h. Design criteria for architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control desired.

4.7 MEETINGS. Weekly the County, Construction Manager, Bridging Architect, and other parties shall meet to review and discuss progress, problems, and activities planned for the next interval.

4.8 COST. The Bridging Architect will prepare a statement of probable design-build cost based on the documents and other available data, and will compare it to the program budget. If the statement of probable construction cost exceeds the budget, the Bridging Architect will re-design the project at their own expense. The statement of probable construction cost must not exceed the budget.

4.9 COUNTY APPROVAL. The complete drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval at the end of the design phase. The Bridging Architect may also be required to obtain initial approvals from the Stanislaus County Fire, code compliance reviewers, and/or other County departments.

4.10 Prepare one draft for review, and one final biddable set of bridging plans and performance specifications.

4.11 Provide a schedule of the Bridging Architect's work.

4.12 Revise design as necessary.

4.13 Attend meetings as appropriate.

4.14 All work shall, in accordance with the standard of care, comply with applicable laws, regulations and building codes. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Bridging Architect shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such regulations and codes.

Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Bridging Architect to serve as the County's Architect of Record. In such case, the County shall provide Bridging Architect with a proposed revised Scope of Services whereby Bridging Architect shall serve as the Architect of Record and perform such other services

customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Bridging Architect shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Bridging Architect's compensation, etc.

END OF APPENDIX B

APPENDIX C– COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated August 26, 2008 ("Agreement") between STANISLAUS COUNTY ("County") and Richard Rauh, An Architectural Corporation, 23101 Moulton Pkwy 106, Laguna Hills, CA 92653 ("Bridging Architect"), for the provision of professional services ("Services").

- 1. **CONSTRUCTION BUDGET.** The construction budget, which is subject to revision by the County during the Bridging Design, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Phase 1, the Bridging Design, of this contract.
 - 1.1. The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, is \$7,221,000.
 - 1.2. The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Bridging Design at no change in fee.
 - 1.3. A construction budget increase over and above five percent (5%) will result in a negotiation for a proposed fee increase for that amount above the 5%.

- 2. **COMPENSATION TO THE ARCHITECT.** Consultant shall be compensated on a lump sum basis for work performed completing each task or item of work under this agreement including all labor and other direct costs (ODC's),not exceed to exceed the amount listed below for each tasks or item of work, unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. The total compensation to the Architect for all tasks or items of work shall not exceed Two Hundred Ninety Seven Thousand Six Hundred and no/100 Dollars (\$297,600).
 - 2.1. Phase 1, Programming Phase including Basic Services and ODC's: \$ 5,335
 - 2.2 Phase 2 Schematic Design Phase including Basic Services and ODC's: \$ 114,175
 - 2.3 Phase 3 Bridging Document Phase including Basic Services & ODC's \$ 178,090

 - TOTAL NOT TO EXCEED \$ 297,600

- 3. **PAYMENT:**
 - 3.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Architect for services rendered in an amount not to exceed the phase totals set forth in Section 5.1, less 5% retention in accordance with Civil Code Section 3320. County and Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention shall be released upon substantial completion of the Project.

 - 3.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage of services completed through the end of the billing period.

 - 3.3 When submitting invoices, Architect shall provide an updated schedule that will be the basis of payment and that will certify that, to the best of its information, knowledge, and belief, the percentages claimed are true and accurate representations of Bridging Architect's progress to date, and that notwithstanding such percentages or the payment therefore, Bridging Architect remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the

percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Bridging Architect.

- 3.4 Bridging Architect shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Consultant and Bridging Architect.
- 3.5 Bridging Architect and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.
4. NOTICE TO PROCEED. The Bridging Architect shall not commence work until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases. If the project is delayed or suspended for a phase beyond 30 days, termination may be mutually agreed to by the parties.
5. This agreement shall not be considered as giving exclusive authority to the Bridging Architect for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.
6. Upon final payment pursuant to this Agreement, or upon settlement upon termination of this Agreement, Consultant shall execute and deliver to Owner a Conditional Release of all Fee Claims for payment arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.
7. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Architect, and the Architect's Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

Principal In Charge	\$170.00
Associate	\$140.00
Project Manager	\$120.00
Technical Designer	\$100.00
Drafts Person	\$90.00
Administrative Assistant	\$70.00
Travel Expenses	\$675 per visit

END OF APPENDIX C

APPENDIX D - INSURANCE

This is an appendix attached to, and made a part of, the Professional Services Agreement dated August 26, 2008 ("Agreement") between STANISLAUS COUNTY ("County") and Richard Rauh, An Architectural Corporation ("Bridging Architect"), for the provision of professional services ("Services").

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

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than One Million Dollars (\$1,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence including coverage for owned, non-owned and hired vehicles.

1.3 Workers' Compensation Insurance

Workers' Compensation Employers' Liability limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) per disease and One Million Dollars (\$1,000,000) aggregate. Bridging Architect's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Bridging Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than One Million Dollars (\$1,000,000) each claim, or (b) limits of not less than One Million Dollars (\$1,000,000) each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with tail coverage for a period of five (5) years after the completion of the Services.

2. **Insurance policies shall contain an endorsement containing the following terms:**

2.1 Status of Stanislaus County as Additional Insured.

On Bridging Architect's Commercial General Liability policy and Automobile Liability Policy, Stanislaus County, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising

out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

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

2.3 Written notice of cancellation of the policies shall be mailed to County thirty (30) days in advance of the effective date thereof.

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

2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

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

2.7 If Bridging Architect fails to maintain any required insurance, County may take out such insurance, and deduct and retain amount of premium from any sums due Bridging Architect under this Agreement.

END OF APPENDIX D

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 9/4/2008 before me, Irene E. West, Notary Public,

personally appeared Richard Rauh,

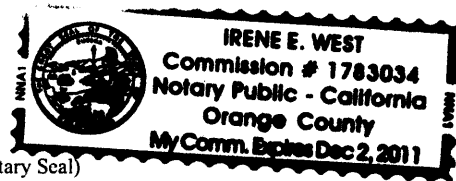
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Irene E. West

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement Between County of Stanislaus and

(Title or description of attached document)

Richard Rauh

(Title or description of attached document continued)

Number of Pages 29 Document Date 8/26/2008

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 17A
FOR SPECIAL SERVICES
ANIMAL SERVICES SHELTER FACILITY, MODESTO**

1. This Work Authorization No. 17A is entered into effect on August 26, 2008, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., ("PCM"), and Stanislaus County dated December 20, 2003 ("Agreement").
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
 - a. Design Kick-Off Meeting: At the start of the Design Phase, the CM shall conduct a Project Conference attended by the Design Professional, the Owner and others. During the meeting, the CM shall review the Scope of the Project, the Project Management Plan, the Master Schedule, the proposed Design Phase Milestone Schedule, the Project and Construction Budget and the MIS.
 - b. Design Phase Information: The CM shall monitor the Design Professional's compliance with the Design Schedule, Project Management Plan, and Design Phase Procedures; and the CM shall coordinate and expedite the flow of information between the Owner, Design Professional and others.
 - c. Project Meetings: The CM shall conduct periodic Project meetings attended by the Owner, Design Professionals and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Design Professional and others, as agreed to by the Owner.
 - d. Review of Design Documents & Design Recommendations: The CM shall review the design documents for clarity, consistency, constructibility and coordination. The results of the review shall be provided in writing and as notations on the documents to the Owner. The CM shall also make recommendations to the Owner with respect to constructibility, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. However, the CM is not responsible for providing, nor does the CM control, the Project design or the contents of the design documents. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Architect is not a third party beneficiary of the CM's work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.
 - e. Owner's Design Review: The CM shall expedite the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional.

- f. Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.
- g. General Conditions: The CM shall assist the Owner in the preparation of the General Conditions and other front end documents for the Construction Contracts.
- h. Project Funding: The CM shall assist the Owner in preparing documents concerning the Project and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.
- i. Grant Applications: The CM shall assist the Owner in preparing grant applications for project funding. The documents shall be in a form required by the agency providing the grant.
- j. Revisions to Master Schedule: While performing the services provided in the Design Phase, the CM shall recommend revisions to the Master Schedule.
- k. Monitoring the Design Phase Milestone Schedule: While performing the services provided in the Design Phase, the CM shall monitor compliance with the Design Phase Milestone Schedule. The CM shall make recommendations to the Owner if progress is not in compliance with the schedule.
- l. Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of design changes that may result in revisions to the Project and Construction Budget project schedule and established project strategy.
- m. Cost Control and Estimating: The CM shall prepare an estimate of the construction cost for each submittal of design drawings and specifications from the Design Professional. The estimate for each submittal shall be accompanied by a report to the Owner and Design Professional identifying variances from the Project and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project and Construction Budget.
- n. Value Analysis Studies: The CM shall provide value analysis studies on major construction components as directed by the Owner. The results of these studies shall be in report form and shall be distributed to the Owner and Design Professional.
- o. Schedule Reports: In conjunction with the services provided during the Design Phase the CM shall prepare and distribute Schedule Update Reports that shall compare actual progress with scheduled progress for the Design Phase and the overall Project as requested.
- p. Project Cost Reports: The CM shall prepare and distribute Project Cost Reports that shall indicate estimated costs compared to the Project and Construction Budget as requested.


- q. Cash Flow Report: The CM shall prepare a cash flow report for submission to funding agencies in compliance with requirements. Also, the CM shall periodically prepare and distribute a Cash Flow Report for the Owner as requested.
 - r. Design Phase Change Order Report: The CM shall prepare and distribute Design Phase Change Order Reports that shall list all Owner-approved change orders as of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Master Schedule as requested.
 - s. Construction Phase Procedures: The CM shall prepare procedures for reporting, communications and administration during the Construction Phase for approval by Owner as requested.
3. Period of Performance: August 26, 2008 to December 31, 2009.
4. Method of Compensation and Rates:

<u>Name</u>	<u>Title</u>	
Gino Colacchia	On-Site Construction Manager	\$90.00 per Hour

5. Payment Terms: Per the Agreement.
6. Verification of Insurance: Per the Agreement.
7. Funding Source: Approved by the Board on August 26, 2008, Item B-16.
8. NOT TO EXCEED: \$20,000.00

\$ 8,590.00 (Work Authorization 17)
\$20,000.00 (Work Authorization 17A)
TOTAL: \$28,590.00

Dated: August 26, 2008



Stanislaus County



Phemister Construction Management, Inc.

Stanislaus Capital Projects
 1010 10th Street, Suite 2300, Modesto, CA 95354
 Phone: (209) 525-4380 FAX: (209) 525-4385

TRANSMITTAL

**TO: Don Phemister
 Phemister Construction Management**

SUBJECT: STANISLAUS COUNTY CAPITAL PROJECTS

DATE: 3/3/2009

We are sending you X attached under separate cover the following material:

- | | | | | | |
|--------------------------|----------------|--------------------------|--------------|--------------------------|-------------------|
| <input type="checkbox"/> | Shop Drawings | <input type="checkbox"/> | Change Order | <input type="checkbox"/> | Specifications |
| <input type="checkbox"/> | Copy of Letter | <input type="checkbox"/> | Plans | <input type="checkbox"/> | Computer Printout |
| <input type="checkbox"/> | Prints | <input type="checkbox"/> | Samples | <input type="checkbox"/> | Updates |

COPIES	DATE	DESCRIPTION
1	3/3/09	Fully-executed Work Authorization No. 17B for the Animal Services Shelter Project.

REMARKS:

For your records.

Note to Board: WA No. 17B Approved by the Board on August 26, 2008, Item B-16.

BOARD OF SUPERVISORS
 2009 MAR -4 1 P 3:37

COPIES: Patricia Hill Thomas (Copy)
 Mark Loeser (Copy)
 Liz King, Board (Original + Copy)
 Lisa Sandoval, Auditor (Original + Copy)
 File X 2.1.1 (1498)
 File X 5.6.2
 File AR 5.2.1

SIGNED: 
 Teresa Vander Veen

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 17B
FOR SPECIAL SERVICES
ANIMAL SERVICES SHELTER FACILITY, MODESTO**

1. This Work Authorization No. 17B is entered into effect on February 10, 2009, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., ("PCM"), and Stanislaus County dated December 20, 2003 ("Agreement").
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
 - a. Design Kick-Off Meeting: At the start of the Design Phase, the CM shall conduct a Project Conference attended by the Design Professional, the Owner and others. During the meeting, the CM shall review the Scope of the Project, the Project Management Plan, the Master Schedule, the proposed Design Phase Milestone Schedule, the Project and Construction Budget and the MIS.
 - b. Design Phase Information: The CM shall monitor the Design Professional's compliance with the Design Schedule, Project Management Plan, and Design Phase Procedures; and the CM shall coordinate and expedite the flow of information between the Owner, Design Professional and others.
 - c. Project Meetings: The CM shall conduct periodic Project meetings attended by the Owner, Design Professionals and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Design Professional and others, as agreed to by the Owner.
 - d. Review of Design Documents & Design Recommendations: The CM shall review the design documents for clarity, consistency, constructibility and coordination. The results of the review shall be provided in writing and as notations on the documents to the Owner. The CM shall also make recommendations to the Owner with respect to constructibility, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. However, the CM is not responsible for providing, nor does the CM control, the Project design or the contents of the design documents. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Architect is not a third party beneficiary of the CM's work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.
 - e. Owner's Design Review: The CM shall expedite the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional.

- f. Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.
- g. General Conditions: The CM shall assist the Owner in the preparation of the General Conditions and other front end documents for the Construction Contracts.
- h. Project Funding: The CM shall assist the Owner in preparing documents concerning the Project and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.
- i. Grant Applications: The CM shall assist the Owner in preparing grant applications for project funding. The documents shall be in a form required by the agency providing the grant.
- j. Revisions to Master Schedule: While performing the services provided in the Design Phase, the CM shall recommend revisions to the Master Schedule.
- k. Monitoring the Design Phase Milestone Schedule: While performing the services provided in the Design Phase, the CM shall monitor compliance with the Design Phase Milestone Schedule. The CM shall make recommendations to the Owner if progress is not in compliance with the schedule.
- l. Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of design changes that may result in revisions to the Project and Construction Budget project schedule and established project strategy.
- m. Cost Control and Estimating: The CM shall prepare an estimate of the construction cost for each submittal of design drawings and specifications from the Design Professional. The estimate for each submittal shall be accompanied by a report to the Owner and Design Professional identifying variances from the Project and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project and Construction Budget.
- n. Value Analysis Studies: The CM shall provide value analysis studies on major construction components as directed by the Owner. The results of these studies shall be in report form and shall be distributed to the Owner and Design Professional.
- o. Schedule Reports: In conjunction with the services provided during the Design Phase the CM shall prepare and distribute Schedule Update Reports that shall compare actual progress with scheduled progress for the Design Phase and the overall Project as requested.
- p. Project Cost Reports: The CM shall prepare and distribute Project Cost Reports that shall indicate estimated costs compared to the Project and Construction Budget as requested.

- q. Cash Flow Report: The CM shall prepare a cash flow report for submission to funding agencies in compliance with requirements. Also, the CM shall periodically prepare and distribute a Cash Flow Report for the Owner as requested.
- r. Design Phase Change Order Report: The CM shall prepare and distribute Design Phase Change Order Reports that shall list all Owner-approved change orders as of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Master Schedule as requested.
- s. Construction Phase Procedures: The CM shall prepare procedures for reporting, communications and administration during the Construction Phase for approval by Owner as requested.

3. Period of Performance: February 10, 2009 to December 31, 2009.

4. Method of Compensation and Rates:

<u>Name</u>	<u>Title</u>	
Gino Colacchia	On-Site Construction Manager	\$90.00 per Hour

5. Payment Terms: Per the Agreement.

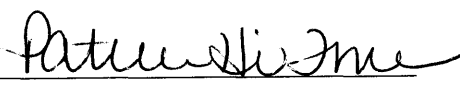
6. Verification of Insurance: Per the Agreement.

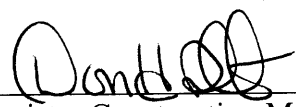
7. Funding Source: Approved by the Board on August 26, 2008, Item B-16.

8. NOT TO EXCEED: \$26,000.00

	\$ 8,590.00 (Work Authorization 17)
	\$20,000.00 (Work Authorization 17A)
	<u>\$26,000.00</u> (Work Authorization 17B)
TOTAL:	\$54,590.00

Dated: February 10, 2009


Stanislaus County


Phemister Construction Management, Inc.

Stanislaus Capital Projects
1010 10th Street, Suite 2300, Modesto, CA 95354
Phone: (209) 525-4380 FAX: (209) 525-4385

BOARD OF SUPERVISORS

TRANSMITTAL

2009 AUG 10 P 12: 54

**TO: Don Phemister
Phemister Construction Management**

SUBJECT: STANISLAUS COUNTY CAPITAL PROJECTS

DATE: 8/10/2009

We are sending you *attached* *under separate cover* the following material:

<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Change Order	<input type="checkbox"/> Specifications
<input type="checkbox"/> Copy of Letter	<input type="checkbox"/> Plans	<input type="checkbox"/> Computer Printout
<input type="checkbox"/> Prints	<input type="checkbox"/> Samples	<input type="checkbox"/> Updates

COPIES	DATE	DESCRIPTION
1		Fully-executed Work Authorization No. 17E for the Animal Services Shelter Project to increase PO 79838 .

REMARKS:

For your records.

Note to Board: WA No. 17E Approved by the Board on August 26, 2008, Item B-16.

COPIES: Patricia Hill Thomas (Copy)
Mark Loeser (Copy)
Liz King, Board (Original + Copy)
Tom Flores, Auditor (Original + Copy)
File X 2.1.1 (1569)
File X 5.6.2
File AR 5.2.1

SIGNED: 
Teresa Vander Veen

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 17E
FOR SPECIAL SERVICES
ANIMAL SERVICES SHELTER FACILITY, MODESTO**

1. This Work Authorization No. 17E is entered into effect on July 27, 2009, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., (“PCM”), and Stanislaus County dated December 20, 2003 (“Agreement”).
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
 - a. On-Site Management and Construction Phase Communication Procedures: Provide and maintain a management team on the Project site to provide contract administration and to establish and implement coordination and communication procedures among the Capital Projects, CEO, Architect, and Contractors.
 - b. Construction Administration Procedures: Establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests, and the maintenance of logs for tracking all relevant information related to the above.
 - c. Project Site Meetings: Conduct coordination meetings at the Project site with each Contractor and the Architect. The CM shall record, transcribe, and distribute minutes to all attendees, the CEO, and the Architect.
 - d. Quality Review: Establish and implement a program to monitor the quality of the construction to assist in guarding against defects and deficiencies in the work of the Contractor.
 - e. Coordination of Other Independent Consultants: Coordinate specialty inspection and testing by others. Provide a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period.
 - f. Review of Requests for Change to the Contract Time and Price: Review requests for change to the contract time or price submitted by a contractor, assemble information concerning the request, endeavor to determine the cause of the requests, and make recommendations with respect to acceptance of the requests.
 - g. Contractor's Construction Schedule: Review each Contractor's Construction Schedule, verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establish completion dated that comply with the requirements of the Contract Documents. If changes in the Master Schedule are appropriate, make such modifications as required.

- h. Construction Schedule Reports: Review the progress of construction of each Contractor, evaluate the percentage complete of each construction activity as indicated in the Contractor's Schedule, and review such percentages with the Contractor. Advise and make recommendations concerning alternative courses of action that may be taken to achieve contract compliance by the Contractor.
- i. The CM Review of Time Extension Requests: Prior to the issuance of change orders, determine effect on the Master Schedule of time extensions requested by the Contractor.
- j. Recovery Schedules: Review the recovery schedule submitted by the Contractor for compliance with the Contract Documents.
- k. Change Order Control: Establish and implement a change order control system. All proposed change orders shall first be described in detail in a request for a proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the Architect. In response to the request for a proposal, the Contractor shall submit to Capital Projects, for evaluation, detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change order work. Discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. Make recommendations of whether the change in the work is in the best interest of the project. Verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.
- l. Progress Payments: Review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Make appropriate adjustments to each payment application, and prepare and process a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage, and actual amounts for the current period.
- m. Schedule Update Reports: Prepare and distribute Schedule Update Reports during the Construction Phase. The reports shall compare the actual construction dates to scheduled construction dates of each separate contract, milestone dates (if any), and to the Master Schedule for the project.
- n. Project Cost Reports: Prepare and distribute project Cost Reports during the Construction Phase. The reports shall specify actual Project and construction costs compared to the approved Project and Construction Budget.
- o. Project and Construction Budget Revision: Make recommendations on the impact of construction changes that may result in revision to the Project and Construction Budget.
- p. Progress Payment Reports: Prepare and distribute the Progress Payment Reports. The reports shall state the total construction contract price, payment to date, current payment requested, retainage, and actual amounts owed this period.

- q. Change Order Reports: Prepare and distribute Change Order Reports during the Construction Phase. The report shall list all change orders by number, a brief description of the change order work, the cost established in the change order, time impacts, if any, and percent of completion of the change order work.
- r. Contractor's Safety Program Report: Verify that safety programs are submitted by each Contractor as required by their Contract Documents.

3. Period of Performance: July 27, 2009 to December 31, 2009.

4. Method of Compensation and Rates:

<u>Name</u>	<u>Title</u>	
Gino Colacchia	On-Site Construction Manager	\$90.00 per Hour

5. Payment Terms: Per the Agreement.

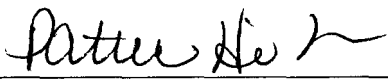
6. Verification of Insurance: Per the Agreement.

7. Funding Source: Approved by the Board on August 26, 2008, Item B-16.

8. NOT TO EXCEED: \$30,000.00

	\$ 8,590.00 (Work Authorization 17)
	\$20,000.00 (Work Authorization 17A)
	\$26,000.00 (Work Authorization 17B)
	(\$1,220.00) (Work Authorization 17C)
	\$ 5,400.00 (Work Authorization 17D)
	<u>\$30,000.00</u> (Work Authorization 17E)
TOTAL:	\$88,770.00

Dated: July 20, 2009



Stanislaus County



Phemister Construction Management, Inc.