

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-6

Urgent

Routine

CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE September 23, 2008

4/5 Vote Required YES NO

SUBJECT:

Approval to Contract for Professional Services for the Juvenile Commitment Facility Project, to Proceed with the Facility Programming and Planning Phase, and to Establish the Project Budget Using Public Facility Fees

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Officer to contract for professional services to proceed with the facility programming and planning phase for the new Juvenile Commitment Facility, consistent with the recently adopted Juvenile Justice Needs Assessment.
2. Authorize the Chief Executive Officer to execute the recommended contract with Daniel C. Smith and Associates, for programming services at a cost no greater than \$90,000.
3. Authorize the Chief Executive Office to include an option in the contract with Daniel C. Smith and Associates, for completion of the SB-81 grant application for the Juvenile Commitment Facility at a cost no greater than \$12,500.

(Continued on Page 2)

FISCAL IMPACT:

In June 2007, in anticipation of the possibility that legislative proposals would make State funding available to expand juvenile justice facilities, the Board of Supervisors authorized the use of professional services to update the Juvenile Justice Master Plan. Funding up to \$23,000 was approved at that time for this effort.

On August 24, 2007, the California Governor signed SB-81, which provides up to \$100 million in grants to
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-673

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

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

STAFF RECOMMENDATIONS: (Continued)

3. Direct the Auditor-Controller to establish a new Juvenile Hall Commitment Facility Capital Projects budget and increase appropriations and estimated revenue by \$244,744, to fund the cost of the Programmatic phase and the completion of the SB-81 grant application. The Programmatic phase will include the environmental impact review, professional programming services, construction management, legal services and associated staff support costs. Criminal Justice Public Facility fees will fund the programmatic phase and the completion of the SB-81 grant application.
4. Authorize the Auditor-Controller to transfer \$244,744 of appropriations in Criminal Justice Public Facilities Fees as recommended in the attached Budget Journal form.

FISCAL IMPACT: (Continued)

to counties through the Correction Standards Authority for the design and construction of new or renovated county facilities for youthful offenders. Grants have a tentative 25% match requirement. Medium size counties (population between 200,001 - 700,000) will be eligible for \$35 million of the \$100 million.

On June 3, 2008, the Board of Supervisors accepted the updated Juvenile Justice Needs Assessment for Juvenile Detention Facilities, and authorized staff to develop an overall implementation strategy which included the development of a project management plan, funding options, and professional programming services.

The Juvenile Needs Assessment is preliminarily projecting the cost of the expanded facility at between \$8 million and \$12.3 million. The 25% match would be between \$2 million and \$3.1 million. Possible sources of funds are Public Facilities Fees (PFF), in-kind contributions including land, and the Youthful Offender Block Grant.

On June 3, 2008, the Project Manager released a Request for Proposal (RFP) for programming services. On July 9, 2008 a total of four proposals were received from prospective bidders. A review team comprised of staff from the Chief Executive Office, Capital Project team and Probation Department evaluated and interviewed all four bidders and is recommending the firm they determined to be the most qualified, to assist in this important next phase of planning for new facilities. The review team determined that the Daniel C. Smith and Associates proposal and qualifications best meet the needs and requirements of the project. Their proposed cost of \$90,000 for programming with an option to complete the

Approval to Contract for Professional Services for the Juvenile Commitment Facility Project, to Proceed with the Facility Programming and Planning Phase, and to Establish the Project Budget Using Public Facility Fees

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SB-81 grant application at an additional cost of \$12,500 is within the proposed budget.

The Public Facility Fee (PFF) Committee has approved the use of up to \$275,000 for the project at this time. The total cost of the programming phase and the completion of the grant application under consideration by the Board is estimated to be \$244,744. This includes \$90,000 in professional programming services, \$50,000 for environmental impact reports, \$35,000 in legal cost, \$24,949 in construction management, \$21,795 in contingency cost, \$5,000 for publications and legal notices, \$5,000 for surveys and investigations, \$500 for office supplies and professional services and \$12,500 for the completion of the SB-81 grant application. The \$30,256 in Public Facility Fees remaining after the program phase and the completion of the grant application will be brought into the budget in the next phase for future expenses. Future funding decisions will be brought to the Board of Supervisors at each phase of the project.

DISCUSSION:

On August 24, 2007 the California Governor signed SB-81 a major juvenile justice reform package which shifts non-violent juvenile offenders out of secure facilities operated by the State Division of Juvenile Justice (DJJ) and into county facilities and programs. As of September 1, 2007, a juvenile can no longer be committed to the State Division of Juvenile Justice (DJJ) unless he or she is found to have committed a serious and violent offense listed in Welfare and Institutions Code Section 707 (b). This code section lists the crimes for which minors can be tried as adults. As a result of this legislation non-707 (b) offenders must now be retained in county custody and programs.

In order to provide Counties with the ability to design and construct or renovate facilities so that they can maintain returning youthful offenders, SB 81 authorizes up to \$100 million statewide in construction bond funds administered through Corrections Standards Authority. There is a tentative 25% match requirement for those counties awarded grants.

In order to start the process of preparing for the possibility that legislative proposals would make State funding available to expand existing facilities the Board of Supervisors on June 26, 2007 authorized the use of professional services to update the Juvenile Justice Master Plan. Funding of up to \$23,000 was approved at that time for this effort.

The Board approved the updated Juvenile Needs Assessment on June 3, 2008. This assessment outlines facility, staffing and operational cost estimates for the construction of a commitment facility. Study findings indicate that the maximum projected need is 80 beds by the year 2010. In order to increase staffing (15:1

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staffing ratio) and construction efficiency based on housing units of an optimum size for control and safety, as well as the "cost effectiveness" associated with the Title 24 ratios for showers, toilets, and other space requirements, County staff has projected the expansion in the range of 60 - 90 beds, divided by Single Sleeping Rooms; Double Sleeping Rooms; and Quad Dormitories.

The County is preliminarily projecting the cost of the expanded facility (prior to design) at between \$8 million and \$12.3 million. The 25% match would be between \$2 million and \$3.1 million. Based on the census in Juvenile Hall, staff could be shifted along with the juveniles resulting in a \$2.9 million net increase in staffing and operational cost for a 90-bed commitment facility. As a result of the projected need and building efficiencies the County is currently favoring a 90-bed commitment facility but final determination will be made after the completion of the environmental review and based on the availability of funding.

Commitment Facility Through 2010

Project	Description	Estimated Facility Construction Cost	Annual Staffing Cost	Annual Operational Cost	Possible Savings (34 bed Reduction at Juvenile Hall)	Total Operational and Staffing Cost after shifting of resources
Option 1	90-bed commitment Facility	\$12,300,000	\$2,533,597	\$2,059,486	\$1,675,433	\$2,917,650
Option 2	60-bed commitment Facility	\$8,220,000	\$1,973,520	\$1,536,796	\$1,675,433	\$1,834,883

The Correction Standards Authority is currently proceeding with implementing with SB- 81 with a tentative due date of January 6, 2008 for grant applications. In order to continue to prepare for the application of grant funding for the construction of a Commitment Facility the County will require the professional services of an architectural programmer for the next phase of the planning for this effort.

Daniel C. Smith and Associates will serve as the primary consultant during the programming phase and Lionakis Beaumont Design Group of Modesto will be acting as sub-consultant on the project. They will plan for the characteristics and operations of each space and adjacency requirements with workflow considerations and diagrams. A summary will be required detailing space and functional requirements, special design considerations and design guidelines, staffing requirements and other operational considerations to be included in the

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design of the facilities and site. Staff considers the programming phase the most important in the overall planning effort, as it will provide a "blueprint" for future decision making. This phase will result in a very detailed plan for the space needed, by type and function as well as staffing plans for the commitment facility. The cost of architectural programming services associated with this project is estimated not to exceed \$90,000 through a professional services agreement with Daniel C. Smith and Associates and will be funded by the Criminal Justice Public Facility Funds.

The contract with Daniel C. Smith and Associates also includes an option for the completion of the SB-81 grant application at an additional cost of \$12,500.

The creation of a project budget is also being requested at this time through the transfer of \$244,744 in appropriations of Criminal Justice Public Facility Fees to a new Juvenile Hall Commitment Facility Capital project budget.

The Chief Executive Office will return to the Board to provide an update prior to submission of the SB-81 grant application for approval to submit the grant and to provide an update on the project.

POLICY ISSUES:

Approval of this action supports the Board's priority of *A safe community* and the *Efficient delivery of public services*.

STAFFING IMPACT:

Current Capital Projects staff working in collaboration with the Probation Department will oversee the contract for architecture programming services. There is no additional staffing impact.

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

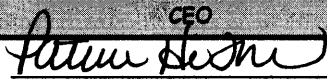
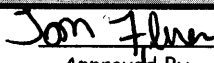
Database
Set of Books

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

Balance Type	Budget
Rb	* List - Text Budget - Upload
Rb	* List - Text AC GL LS
Rb	* List - Text USD
Rb	List - Text LEGAL BUDGET
Rb	Text
Rb	Text CEO ML 9-15-08
Rb	Text Establish Juvenile Hall Commitment Facility Budget
Rb	Text
Rb	List - Text Stanislaus Budget Org

Fund	Org	Acc't	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 - text	text		
		62400	000000	000000	000000	000000	21,794.94		Sep-08	Owner Contingency
		62600	000000	000000	000000	000000	250		Sep-08	Office Supplies
		63000	000000	000000	000000	000000	250		Sep-08	Professional&Spec
		63120	000000	000000	000000	000000	102,500		Sep-08	Programming
		63640	000000	000000	000000	000000	35000		Sep-08	Legal Fees
		64600	000000	000000	000000	000000	24949.37		Sep-08	Construction Mgmt
		65000	000000	000000	000000	000000	5000		Sep-08	Publications&Legal
		66020	000000	000000	000000	000000	50000		Sep-08	Environmental Imp
		80315	000000	000000	000000	000000	5000		Sep-08	Surveys&Investi
		46615	000000	000000	000000	000000		244744.31	Sep-08	Criminal Justice PFF
Totals:							244744.31	244744.31		

Explanation:

Requesting Department		CEO	Data Entry		Auditors Office Only	
Mark Loeser						
Signature	Signature		Keyed by	Prepared By	Approved By	
9/15/2008	9/15/08			9/15/2008	9/19/08	
Date	Date		Date	Date	Date	

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Daniel C. Smith And Associates, Inc** ("Consultant"), on **September 23, 2008**.

Introduction

WHEREAS, the County has a need for professional services relating to the **Programming** for the **Juvenile Hall Commitment Center**; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof. The following are Consultant's key personnel under this Agreement:

- Nick Kollios Principal
- Stan Helfand Planner / Programmer
- Kathy Bruns General Support
- Maynard Feist Senior Project Architect

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit B (Schedule)**.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 The Consultant acknowledges and agrees that it is responsible to ensure the program it provides comports with the requirements of applicable statutory and case law, including without limitation, the requirements set forth in *Rodriguez v. Stanislaus County*.

1.6 If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

2. Compensation

2.1 The Consultant shall be compensated on a **LUMP SUM NOT TO EXCEED Amount of NINETY THOUSAND AND NO/100 (\$90,000.00) Dollars** for performance of the scope of work and services described in Exhibit "A" to this Agreement entitled "Scope of Work." Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the lump sum amount of \$90,000.00, and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 The County reserves the right to add **Task 16.0 – SB 81-Funding Application (Optional)** to this Agreement for a **LUMP SUM NOT TO EXCEED Amount of Twelve Thousand five Hundred and No/100 (\$12,500) Dollars.**

2.3 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.5 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

3.5 County may terminate this Agreement at any time if any key personnel are no longer available to provide services under this Agreement, and if Consultant does not find a replacement satisfactory to County within 10 days.

4. Representatives

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates Nick Kollios as Project Manager. Owner hereby designates Patricia Hill Thomas as Project Manager. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. **Required Licenses, Certificates and Permits**

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. **Office Space, Supplies, Equipment, Etc.**

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. **Insurance**

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate.** Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

7.1.4 **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its Board, officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board, officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California-admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Defense and Indemnification

8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, Board, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its

agents, Board, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, Board, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

8.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

9. Status of Consultant

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture.

9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Capital Projects
825 12th Street
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4385 (fax)

To Consultant: Daniel C. Smith and Associates
364 Devonshire Blvd
San Carlos, CA 94070
650.596.5144 (phone)
650.832.1159 (fax)

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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

COUNTY OF STANISLAUS By: <u><i>Patricia Hill Thomas</i></u> Patricia Hill Thomas Chief Operations Officer/ Assistant Executive Officer	DANIEL C. SMITH AND ASSOCIATES, INC By: <u><i>[Signature]</i></u> "Consultant" NICK KOLLIS, PRESIDENT
APPROVED AS TO FORM: By: <u><i>[Signature]</i></u> John P. Doering, County Counsel	

EXHIBIT A SCOPE OF WORK

Task 1—Project Initiation and Data Acquisition

1.1 – Initial Orientation Meeting: The Consultant will conduct an initial project kick-off meeting with the County project steering committee to further refine project goals and to finalize scope and fees.

1.2 – Initial Data Acquisition: The Consultant will work with County staff to collect all available and relevant data that would supplement the Juvenile Detention Facility Needs assessment Study, conducted by TRG Consulting. As such, Consultant will: a) forward the County our initial list of data and informational needs; b) identify key staff to be interviewed; and, c) establish an interview schedule. Data that will be requested will include but not be limited to: a) historical ADP population data by adjudication status, gender, and risk assessment; b) existing building and site plans; c) staffing rosters; d) operational budgets and expenditures; and, e) other pertinent data.

Task 2—Detailed Review of April 11, 2008 Needs Assessment

2.1 – Juvenile Detention Needs Assessment Review: The Consultant will review and fully understand the underlying reasons why the County is undertaking this project, and to validate the processes and findings provided in the report. Consultant will pay particular attention to historical pre-adjudicated versus post-adjudicated juvenile population trends and the potential for change in the juvenile justice system that may impact findings provided in the April 11, 2008 Needs Assessment.

2.2 – Develop Detailed Projected Juvenile Population Profile: The Consultant will revise the projection data as appropriate. Depending on the level of detail and quality of the historical data, Consultant will develop a projected population profile of future ADP levels by court adjudication status, gender, and risk assessment, and provide an analysis of the resulting detailed projected juvenile population profile versus the capacity and type of the existing Juvenile Hall housing units. For example, would the projected pre-adjudicated population over the long-term exceed the capacity of the existing Juvenile Hall, and if so how would that demand be housed in the new facility?

Task 3—Interviews

The Consultant will conduct interviews with designated probation management and juvenile hall supervisory personnel to further review and understand existing programs, operations, service delivery methods, provided plans, documents, and other data and to obtain additional information as necessary.

Task 4—Existing Facilities and Site Evaluation

Recognizing that a new juvenile hall facility must be developed, that would primarily house the post-adjudicated population, the Consultant will conduct a macro-level assessment of the existing facilities, with the primary goal of providing sufficient information to include in the SB81 funding application to demonstrate that will demonstrate that the County has conducted a sufficient degree of due diligence relative to the lifespan and capacity of the existing facilities.

4.1 – Conduct Evaluation: To this end our Consultant will:

- Tour the existing buildings and site with County Probation and Facilities Maintenance staff while reviewing county-provided building and site plans.
- Document total building gross square footages, and if available from the County, more detailed square footage inventories by functional area.
- Document total acreage, existing parking capacity, and future buildable areas.
- Document the Juvenile hall's capacity for reuse and/or continued use.
- Evaluate and document the potential for logical linkages between the existing facilities and proposed new ones.
- Evaluate and document existing Juvenile Hall Bed Capacity & Housing Unit Utilization: Verify the needs assessment and compile an inventory of all juvenile hall housing units, which include the following:
 - Classification and security designation
 - Quantities of beds by type (single-cell, double-bed cell, dorm, etc.)
 - CSA-rated bed capacities
 - Current bed capacity

- Current type of population housed

4.2 Provide Physical Condition/Lifespan of the Existing Facility: The Consultant will conduct a cursory evaluation of the physical condition of the facilities to estimate the general lifespan of the Juvenile Hall. Our team's processes regarding this task will be limited to: a) onsite visual observations; b) evaluation of building plans, maintenance records, and expenditures; and, c) interviews with probation and maintenance staff.

4.3 – Conduct Project Review Meeting No. 1: The Consultant will conduct a workshop review meeting with the Project Steering Committee to: a) discuss the Consultant's findings and deliverables submitted to the County; b) to obtain comments; c) discuss salient issues; and, d) receive direction prior to proceeding to the next phase.

Task 5—Detailed Functional and Operational Programming

The primary objective of this task is to define how the new facilities will operate on a component-by-component basis, as well as the entire Juvenile Justice site. Conducting this task is essential in order to provide a sufficient basis from which to program building and site space requirements.

It is imperative that the functional program not only define the internal workings of the new facilities, but also how the new facilities should interface with the existing Juvenile Hall and the community at large, in terms of: public and professional visiting in-custodies, re-integration, law enforcement agencies, and the courts.

5.1 – Develop Functional Program: The functional program will include the following key elements:

- A description and quantification of the type of programming for each general category of inmate and housing unit;
- A description of how services would be delivered to detainees, or in some specialized cases, how detainees would be escorted to services;
- A description of the anticipated general operations of the facility in terms of contract versus in-house services;
- A general description of operations for each component, including: a general facilities description, conceptual operational and design goals, estimated component capacity, description of activities and operations, hours of operation, typical users, and service demand and/or activity levels.

Task 6—Detailed Building Space and Site Programming

6.1 – Develop Space Program: Project generate a detailed building space program that defines all square footage requirements in ten-year planning increments on a line-item-by-line-item basis.

- **Special Area Requirements:** This will include the square footage requirements for all special purpose areas, such as housing, juvenile program areas, food service, medical, laundry, and facility support areas, by specific area and/or enclosed space
- **Staff Workstation Requirements:** These requirements are provided on a position-by-position basis, indicating employee classification, workstation space allocation standard assigned, quantity of staff per classification, and associated net square footage. Consultant utilize adopted County workstation standards if they exist, and if not, the team aids the County in selecting a specific set of workstation standards. If needed, our extensive in-house library of space standards is available for the County's use.
- **Equipment Requirements:** Major equipment for each area, on a line-item-by-line-item basis (i.e. security consoles, metal detectors, classroom desks, shop equipment, etc.
- **Circulation Space within Occupied Areas:** For each major component the program will include an estimated allowance for circulation required within each occupiable area of the facility. The culmination of the aforementioned steps provides the total required area to be occupied by a given organization. This results in a total square footage for each functional area (termed as occupiable square footage).
- **Building Support Space Allowance:** The program will provide estimates for code required and building support spaces such as: mechanical, electrical, telephone closets, code-required circulation corridors, building columns, exterior walls, shafts, stairwells, elevators, etc.
- **Develop Space Characteristics Database:** The Consultant will develop space characteristic detail sheets for each prototypical room and area and for each specialized area. These detail sheets will itemize all recommended building systems, finish treatment, low voltage requirements, communications systems, security systems, IT communication linkages, special furnishings, equipment, and other factors. The primary intent of these area characteristic detail sheets aids the Consultant in developing accurate pre-architectural cost estimates for the developed facilities program.

6.2 – Develop Site Program: Using information obtained from the functional and building space programs, the Consultant will develop a site program that quantifies the following requirements: 1) building footprints; 2) all parking requirements and associated space for public, staff, county vehicles, and supply vehicles; 3) pedestrian and vehicle circulation; 4) any service yards/areas; 5) vehicle sallyport(s) and, 6) circulation and landscaping and required setbacks.

6.3 – Project Review Meeting No. 2: The Consultant will conduct a workshop review meeting with the Project Steering Committee to discuss the draft space and functional programs submitted to the County to obtain comments, discuss salient issues, and receive direction prior to proceeding to the next phase. The Consultant will then revise the draft programs as appropriate.

Task 7—Detailed Staff Planning

The Consultant will develop detailed staffing plans for each Juvenile Hall component, in ten-year planning increments that directly correlate to the bed projections and/or facilities development schedule. For post-position assignments, we quantify the number of staff per shift, per station, and include a relief factor to calculate added staff required to account for those areas that must be staffed “24-7” basis. If official relief factors do not currently exist, we work with probation staff to formulate them based on current and/or anticipated staffing plans.

Task 8—Building and Site Schemes Development

The intent of this task is: a) to demonstrate how the programmed building and site requirements could be accommodated on the given site; b) provide additional information to aid in the development of the capital cost estimate; and, c) provide the public (especially those residents who are proximate to the facility) with a tangible reference as to the scope of proposed new facilities development on the site. *The resulting schemes are intended to be more conceptual in character, and while dimensioned, are not intended to serve as the basis for actual design of the facility.*

8.1 – Develop Site and Building Elevation Plan Schemes: Subsequent to the development of the space programming, Consultant will provide a conceptual and generalized schematic site plan and one elevation plan to illustrate all major areas and structures on the site and their general massing. In the development of these plans, the Consultant will pay particular attention to SB 81 requirements and the County’s desire to totally isolate the new facilities due to SB 81 requirements

8.2 – Conduct Project Review/Planning Charette Meeting: The Consultant will conduct a workshop to present its initial site and elevation plans for County review and comment. In this same meeting, the Consultant will conduct a planning charette to revise and modify both plans as appropriate.

8.3 – Finalize Site and Building Elevation Generalized Plans: The Consultant will revise the site and building elevation plan schemes based on the information obtained during the planning charette and provide those plans in a PDF format for incorporation into the final document and for use in PowerPoint presentations.

Task 9—Capital Cost Estimate and Implementation Plan

9.1 – Capital Cost Estimate: The Consultant will provide a capital facilities development cost estimate in a CSI format for the resulting facility development plan. Estimated costs will be provided in today’s dollars, and escalated to the assumed date where midpoint of construction is anticipated.

9.2 – Implementation Plan: The Consultant will develop an implementation plan that is segmented into 10-year time increments. This plan will outline each major facility undertaking that is necessary to complete your project. The implementation plans time increment is identical to those used for the juvenile hall bed population and space forecast.

Task 10—Operational Cost Estimate

The Consultant will estimate the annual cost of operating the facility in 10-year planning increments in current dollars. Depending on the availability and level of detail of historical expenditure data and current county budget data, the Consultant’s goal is to itemize operations costs per these aggregates: staff compensation, food service, health care, building maintenance and operations, general supplies, etc. The cost figures for each time planning increment will linked to the juvenile population forecast, space program and implementation plan. As staffing costs can approximate up to 80% of the entire cost of a facility, the Consultant will provide detailed staffing costs on a position-by-position basis. These costs will be correlated to the detailed developed staffing forecast and plan, and to the County-provided staffing compensation data.

Tasks 11-15—Plan Finalization

11.0 – Document and Publish Draft Report: The Consultant will generate a draft comprehensive report, in the form of a bound, laser-printed, photocopied document. This document will be comprised of narratives, spreadsheets, graphs, and diagrams. The report will be subdivided into sections, that will most likely include: an acknowledgments section, table of contents, executive summary, report main body, and appendices. Each major section of the document will be separate by dividers. The report will succinctly document the Consultant’s methodology, planning assumptions, findings, and recommendations. Our experience on similar projects has shown that Boards of Supervisors, county staff, and the public will find the report to be in a format and style that is comprehensive and readily understood.

12.0 County Review Period and Revisions: After County review, Consultant will incorporate appropriate corrections, revisions, and comments as necessary into the final report.

13.0 – Revisions and Final Report Production: The Team will produce a yet to be determined number of bound copies and one loose-leaf copy of the final report to the County for future use. The Team also provides a CD-ROM containing the entire document in an Adobe PDF format.

14.0 –Public Presentation: The Consultant will provide one Microsoft PowerPoint presentation to the public, and on an – add-services basis to the Board of Supervisors

15.0 – Ongoing Support: The Consultant remains available to answer any questions regarding the deliverables and to advise the County as it moves forward with the project.

Task 16.0 – SB 81-Funding Application (Option)

As an optional service, the Consultant will write and generate the SB 81 funding application document, assuming a reasonable level of County’s assistance and draft document review by the County.

Activity ID	Activity Name	Dur	Start	Finish
JUVENILE HALL DETENTION EXPAN...				
		1113	03-Jun-08	07-Sep-12
			A	
	Programming	188	03-Jun-0...	20-Feb-09
JH011200	PROGRAM	127	03-Jun-0...	02-Jan-09
JH011200	Request Proposals For Programmer	21	03-Jun-0...	09-Jul-08 A
JH011200	Short list and Interview Programmers	10	10-Jul-08 A	23-Jul-08 A
JH011200	Award Contract for Programmer	45	28-Jul-08 A	24-Sep-08
JH011201	Program Juvenile Hall Commitment Center	62	24-Sep-08	19-Dec-08
JH011202	Review Program Plan	10	19-Dec-08	02-Jan-09
JH011210	CEQA	110	19-Jun-0...	01-Jan-09
JH011220	PROJECT MANAGEMENT PLAN	40	19-Dec-08	13-Feb-09
JH011220	Develop Project Work Plan	10	19-Dec-08	02-Jan-09
JH011220	Develop Project Delivery System	5	02-Jan-09	09-Jan-09
JH011220	Finalize Project Schedule	5	09-Jan-09	16-Jan-09
JH011220	Develop Cost Model	15	09-Jan-09	30-Jan-09
JH011220	Finalize Project Management Plan	10	30-Jan-09	13-Feb-09
JH011229	Board Approval of Juvenile Hall Expansion	5	13-Feb-09	20-Feb-09
	Other Contracts	968	05-Dec-08	22-Aug-12
JH001200	SOIL TESTING	80	05-Dec-08	27-Mar-09
JH001200	Prepare RFP For Soil Testing	10	05-Dec-08	19-Dec-08
JH001200	Solicit Soil Testing Services	25	19-Dec-08	23-Jan-09
JH001200	Review Soil Testing Serv Proposals and ...	5	23-Jan-09	30-Jan-09
JH001200	Negotiate Soil Testing Contract	5	30-Jan-09	06-Feb-09
JH001200	Board Approval Of Soil Testing Contract	5	06-Feb-09	13-Feb-09
JH001201	Soil Test & Report	30	13-Feb-09	27-Mar-09
JH001210	SPECIALTY TESTING	570	13-Jan-10	21-Mar-12
JH001210	Prepare RFP For Specialty Testing	10	13-Jan-10	27-Jan-10
JH001210	Solicit Specialty Testing Services	25	27-Jan-10	03-Mar-10
JH001210	Review Specialty Testing Proposals and ...	5	03-Mar-10	10-Mar-10
JH001210	Negotiate Specialty Testing Contract	5	10-Mar-10	17-Mar-10
JH001210	Board Approval Of Specialty Testing Con...	5	17-Mar-10	24-Mar-10
JH001211	Specialty Test & Report	400	08-Sep-10	21-Mar-12
JH001220	QUALITY CONTROL INSPECTION & I...	680	13-Jan-10	22-Aug-12
JH001220	Prepare RFP For Quality Control Inspec...	10	13-Jan-10	27-Jan-10
JH001220	Solicit Quality Control Inspection	25	27-Jan-10	03-Mar-10
JH001220	Review Quality Control Proposals and S...	5	03-Mar-10	10-Mar-10
JH001220	Negotiate Quality Control Contract	5	10-Mar-10	17-Mar-10
JH001220	Board Approval Of Quality Control Cont...	5	17-Mar-10	24-Mar-10
JH001221	Quality Control Inspections & Report	600	05-May-10	22-Aug-12
	Design	485	02-Jan-09	12-Nov-10
JH012200	SELECT DESIGN FIRM	80	02-Jan-09	24-Apr-09
JH012200	Prepare RFP For Design Services	10	02-Jan-09	16-Jan-09
JH012200	Solicit Design Services	25	13-Feb-09	20-Mar-09
JH012200	Review Design Proposals and Shortlist	5	20-Mar-09	27-Mar-09
JH012200	Interview Designers	10	27-Mar-09	10-Apr-09
JH012200	Negotiate Design Contract	5	10-Apr-09	17-Apr-09
JH012200	Board Approval Of Design Contract	5	17-Apr-09	24-Apr-09

EXHIBIT B

Classic Schedule Layout

22-Sep-08 14.32

Activity ID	Activity Name	Dur	Start	Finish
JH012210	SCHEMATIC DESIGN PHASE	100	24-Apr-09	11-Sep-09
JH012210	90% Schematic Design	60	24-Apr-09	17-Jul-09
JH012210	Final Schematic Design and Report	10	21-Aug-09	04-Sep-09
JH012300	Estimates Of Probable Construction Cost	20	17-Jul-09	14-Aug-09
JH012400	Review Schematic Design	15	17-Jul-09	07-Aug-09
JH012500	Value Engineer Schematic Design	5	14-Aug-09	21-Aug-09
JH012900	Board Approval Of Schematic Design	5	04-Sep-09	11-Sep-09
JH013210	DESIGN DEVELOPMENT PHASE	128	11-Sep-09	10-Mar-10
JH013210	90% Design Development	88	11-Sep-09	13-Jan-10
JH013210	Final Design Development and Report	10	17-Feb-10	03-Mar-10
JH013300	Estimates Of Probable Construction Cost	20	13-Jan-10	10-Feb-10
JH013400	Review Design Development	25	13-Jan-10	17-Feb-10
JH013500	Value Engineer Design Development	5	10-Feb-10	17-Feb-10
JH013900	Board Approval Of Design Development	5	03-Mar-10	10-Mar-10
JH014210	CONSTRUCTION DOCUMENT PHASE	177	10-Mar-10	12-Nov-10
JH014210	90% Construction Documents	132	10-Mar-10	10-Sep-10
JH014210	Final Construction Documents and Report	20	08-Oct-10	05-Nov-10
JH014300	Estimates Of Probable Construction Cost	20	10-Sep-10	08-Oct-10
JH014400	Review Construction Documents	15	10-Sep-10	01-Oct-10
JH014400	Fire Marshal Review of Construction Doc...	20	10-Sep-10	08-Oct-10
JH014400	Code Review of Construction Documents	20	10-Sep-10	08-Oct-10
JH014500	Constructability Review	20	10-Sep-10	08-Oct-10
JH014900	Board Approval Of Construction Docume...	5	05-Nov-10	12-Nov-10
Bid and Award		217	10-Mar-10	07-Jan-11
JH015000	BID AND AWARD PHASE 1 SITEWORK	40	10-Mar-10	05-May-10
JH015000	Advertise For Bids	25	10-Mar-10	14-Apr-10
JH015000	Review Phase 1 Bids	5	14-Apr-10	21-Apr-10
JH015000	Award Phase 1 Bid	5	21-Apr-10	28-Apr-10
JH015000	Board Approval Phase 1	5	28-Apr-10	05-May-10
JH025000	BID AND AWARD PHASE 2 BUILDING	35	12-Nov-10	31-Dec-10
JH025000	Advertise For Bids Phase 2	25	12-Nov-10	17-Dec-10
JH025000	Review Phase 2 Bids	5	17-Dec-10	24-Dec-10
JH025000	Award Phase 2 Bid	5	24-Dec-10	31-Dec-10
JH025000	Board Approval Phase 2 Bid And Award	5	31-Dec-10	07-Jan-11
Construction		617	21-Apr-10	31-Aug-12
JH016000	CONSTRUCT PHASE 1	120	21-Apr-10	06-Oct-10
JH016000	Notice to Proceed Phase 1	10	21-Apr-10	05-May-10
JH016000	Construct Phase 1	90	05-May-10	08-Sep-10
JH016000	Punch & Final Phase 1	20	08-Sep-10	06-Oct-10
JH026000	CONSTRUCT PHASE 2	430	07-Jan-11	31-Aug-12
JH026000	Notice to Proceed Phase 2	10	07-Jan-11	21-Jan-11
JH026000	Construct Phase 2	400	21-Jan-11	03-Aug-12
JH026000	Punch & Final Phase 2	20	03-Aug-12	31-Aug-12
Furniture, Fixtures, & Equipments		275	19-Aug-11	07-Sep-12
JH034210	FF & E	275	19-Aug-11	07-Sep-12
JH034210	Prepare RFP for FF & E	10	19-Aug-11	02-Sep-11

EXHIBIT B

Classic Schedule Layout

22-Sep-08 14:32

Activity ID	Activity Name	Dur	Start	Finish
JH034210:	Advertise For Proposals FF & E	25	02-Sep-11	07-Oct-11
JH034210:	Review and Select FF & E	5	07-Oct-11	14-Oct-11
JH034210:	Negotiate Contract FF & E	5	14-Oct-11	21-Oct-11
JH034210:	Board Approval And Award Contract FF ...	5	21-Oct-11	28-Oct-11
JH034220:	FF & E Design	40	28-Oct-11	23-Dec-11
JH034300:	Estimates Of Probable Cost Of FF & E	20	23-Dec-11	20-Jan-12
JH034400:	Review FF & E Design & Prepare Final ...	15	20-Jan-12	10-Feb-12
JH034900:	Board Approval Of FF & E Design & Fina...	5	10-Feb-12	17-Feb-12
JH035000:	Prepare Shop Drawings FF & E	25	17-Feb-12	23-Mar-12
JH035000:	Review FF & E Shop Drawings	20	23-Mar-12	20-Apr-12
JH035000:	Fabricate & Deliver FF & E	5	20-Apr-12	27-Apr-12
JH036000:	Install FF & E	20	03-Aug-12	31-Aug-12
JH036000:	Punch & Final FF & E	5	31-Aug-12	07-Sep-12

Page 3 of 3

TASK filter: Juvenile Hall Commitment Center.

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Juvenile Hall Needs Assessment

DESCRIPTION	QUANTITY	UN	COST PER UNIT	BUDGET	PROGRAMMATIC	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID & AWARD	CONSTRUCTION
Services & Supplies										
62400 Misc Expenses	1	LS	\$1,500	\$ 1,500.00						\$ 1,500.00
62400 Owner Contingency	1	LS	10%	\$ 32,115.25	\$ 24,544.94	\$ 66,922.06	\$ 78,231.81	\$ 53,678.88	\$ 7,662.31	\$ 101,075.25
62600 Office Supplies	1	LS	\$5,000	\$ 5,000.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 3,500.00
62630 Outside Printing Services	1	LS	\$25,000	\$ 25,000.00						\$ 25,000.00
62730 Postage	1	LS	\$750	\$ 750.00						\$ 750.00
63000 Professional & Special Services	1	LS	\$5,000	\$ 5,000.00	\$ 250.00	\$ 500.00	\$ 1,250.00	\$ 2,000.00	\$ 250.00	\$ 750.00
63090 Accounting, & Finance	1	LS	\$0	\$ -						\$ -
63110 Outside Auditing	1	LS	\$10,000	\$ 10,000.00						\$ 10,000.00
63120 Programming	1	LS	\$130,000	\$ 130,000.00						\$ 130,000.00
63256 Contracts - Consultants	1	LS	\$5,000	\$ 5,000.00		\$ 750.00	\$ 1,250.00	\$ 2,000.00	\$ 250.00	\$ 750.00
63400 Engineering Services	1	LS	\$5,000	\$ 5,000.00		\$ 750.00	\$ 1,250.00	\$ 2,000.00	\$ 250.00	\$ 750.00
63430 Other Design Consultants (Acoustics, Lighting, etc	1	LS	1%	\$ 98,797.50	\$ 14,969.63	\$ 14,969.63	\$ 24,949.38	\$ 39,919.00	\$ 4,969.88	\$ 14,969.63
63500 Security Services	1	LS	\$15,000	\$ 15,000.00						\$ 15,000.00
63840 Legal Fees	1	LS	\$50,000	\$ 50,000.00						\$ 50,000.00
64100 Abatement & Demo Consultant	1	LS	20%	\$ 199,595.00						\$ 199,595.00
64150 Code Required Testing Firms	1	LS	2%	\$ 35,000.00						\$ 35,000.00
64200 Moving / Relocation Expenses	1	LS	\$35,000	\$ 35,000.00						\$ 35,000.00
64210 Inspectors	1	LS	\$15,000	\$ 15,000.00						\$ 15,000.00
64220 Arch & Engr Fees	1	LS	9%	\$ 898,177.50	\$ 134,726.63	\$ 134,726.63	\$ 224,544.38	\$ 359,271.00	\$ 44,908.88	\$ 199,595.00
64600 Construction Manager	1	LS	5%	\$ 498,987.50	\$ 24,949.38	\$ 24,949.38	\$ 24,949.38	\$ 49,898.75	\$ 24,949.38	\$ 349,291.25
64631 Geotechnical Services	1	LS	\$10,000	\$ 10,000.00						\$ 10,000.00
64720 Consulting Services	1	LS	\$15,000	\$ 15,000.00						\$ 15,000.00
65000 Publications & Legal Notices	1	LS	\$5,000	\$ 5,000.00						\$ 5,000.00
65300 Rents & Leases	1	LS	\$5,000	\$ 5,000.00						\$ 5,000.00
65920 Meeting Allowance	1	LS	\$5,000	\$ 5,000.00						\$ 5,000.00
66020 Environmental Impact Reports	1	LS	\$1,000,000	\$ 1,000,000.00	\$ 450,000.00	\$ 450,000.00	\$ 500,000.00			\$ 500,000.00
66040 Abatement & Demolition	1	SF	\$10	\$ 10.00						\$ 10.00
66210 Building Permits	1	LS	\$15,000	\$ 15,000.00				\$ 15,000.00		\$ 15,000.00
67040 Other Travel Expenses	1	LS	\$5,000	\$ 5,000.00						\$ 5,000.00
67200 Infrastructure (Streets & Traffic, Utility Service)	1	LS	\$50,000	\$ 50,000.00				\$ 50,000.00		\$ 50,000.00
67230 Utility Connections (Fees Charged by Utility Companies)	1	LS	\$50,000	\$ 50,000.00						\$ 50,000.00
Subtotal Services And Supplies				\$ 3,620,517.75	\$ 269,994.31	\$ 733,817.69	\$ 856,674.94	\$ 584,267.63	\$ 83,510.44	\$ 1,092,252.75
73511 Govt Fund Bill Auditor	1	LS	\$2,500	\$ 2,500.00						\$ 2,500.00
73512 Govt Fund Bill Purchasing	1	LS	\$3,500	\$ 3,500.00						\$ 3,500.00
73580 PW Engineering Services	1	LS	\$0	\$ -						\$ -
74020 Long Distance Calls	1	LS	\$1,500	\$ 1,500.00						\$ 1,500.00
74030 Non Systems Charges	1	LS	\$5,000	\$ 5,000.00						\$ 5,000.00
74080 Central Services Printing	1	LS	\$15,000	\$ 15,000.00						\$ 15,000.00
74090 Quick Copy Services	1	LS	\$500	\$ 500.00		\$ 2,250.00	\$ 3,750.00	\$ 6,000.00	\$ 750.00	\$ 2,250.00
74100 Mail Room Postage Meter	1	LS	\$125	\$ 125.00		\$ 75.00	\$ 125.00	\$ 200.00	\$ 25.00	\$ 75.00
74110 Mail Room Services	1	LS	\$125	\$ 125.00						\$ 125.00
74130 Data Processing Services	1	LS	\$500	\$ 500.00						\$ 500.00
74190 Pickup & Delivery	1	LS	\$500	\$ 500.00						\$ 500.00
74370 Stores Office Supplies	1	LS	\$2,500	\$ 2,500.00						\$ 2,500.00
74790 Centrex Calls Costing	1	LS	\$1,000	\$ 1,000.00						\$ 1,000.00
Subtotal				\$ 32,750.00	\$ -	\$ 2,325.00	\$ 3,875.00	\$ 6,200.00	\$ 775.00	\$ 19,575.00
Structures and Improvements										
80000 Land Costs		SF	\$100	\$ -						\$ -
80020 Site Cleaning & Preparation		SF	\$2	\$ -						\$ -
80300 Construction		SF	\$100	\$ -						\$ -
80310 Construction	90	BDs	\$96,000	\$ 8,820,000.00						\$ 8,820,000.00
80311 On Site Improvements		SF	\$10	\$ -						\$ -

September 11, 2008

Juvenile Hall Needs Assessment

DESCRIPTION	QUANTITY	UN	COST PER UNIT	BUDGET	PROGRAMMATIC	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID & AWARD	CONSTRUCTION
80312 Stework	-	SF	\$10	\$					\$	
80315 Surveys	-	LS	\$5,000	\$						
80315 Surveys & Investigations	1	LS	\$5,000	\$ 5,000.00	\$ 5,000.00					\$ 22,500.00
80355 Signage & Graphics	90	BDs	\$250	\$ 22,500.00						\$ 907,250.00
80570 Design & Construction Contingency		%	10%	\$ 907,250.00						
80610 Data & Communication	-	SF	\$10	\$						
80670 Art In Public Places	-	%	0%	\$						
81000 Equipment	-	SF	\$10	\$						
82130 Furniture, Fixtures, & Equip	90	BDs	\$2,500	\$ 225,000.00						\$ 225,000.00
82130 Office Equipment	-	SF	\$	\$						
82570 Computer Equipment	-	SF	\$2	\$						
83990 Alarm / Security Systems	-	SF	\$	\$						
84191 Fences	-	LF	\$12	\$					\$	
Subtotal Structures and Improvements				\$ 9,979,750.00	\$ 5,000.00	\$	\$	\$	\$	\$ 9,974,750.00
Land Acquisition										
Site Selection										
Real Estate Assessment & Legal Fees										
Subtotal Land Acquisition										
TOTAL EXPENDITURES				\$ 13,633,017.75	\$ 274,994.31	\$ 736,142.69	\$ 860,549.94	\$ 590,467.63	\$ 84,265.44	\$ 11,086,577.75