

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

DEPT: Chief Executive Office

BOARD AGENDA # B-7

Urgent Routine

AGENDA DATE January 26, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Accept the Final Design for the Design-Build Construction of the New Animal Services Facility Within the Approved Project Budget and Related Actions.

STAFF RECOMMENDATIONS:

1. Accept the final design for the Design-Build construction of the new Animal Services Facility.
2. Authorize the Project Manager to implement the recommended and necessary changes to the Construction Contract, in accordance with the County Change Order Policy to reflect the final design decisions funded by project funds previously approved and set aside for the final design decisions and within the approved budget as outlined in this report.
3. Authorize the Project Manager to execute an Agreement with Shor-Line as the top ranked company as a result of the Request for Qualifications and Proposals Process and to issue a Purchase Order for animal cage equipment for the lump sum amount not to exceed \$554,797 within the approved project budget.

(Continued on Page 2)

FISCAL IMPACT:

Overview

The actions recommended in this report will not result in increased cost to the project. These actions simply reallocate previously approved funding from the design and construction contingency to the construction budget. The elements included in the final design were contemplated in the design build process approach, and funds for some final elements were included in the approved budget. There is no net change to the project budget as a result of these actions.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-052

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

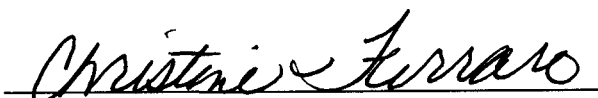
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

4. Authorize the Project Manager to make change orders, up to \$25,000 within the approved project budget for the final equipment order which is consistent with the County's Construction Change Order Policy, within the approved project budget.
5. Direct the Auditor-Controller to complete the recommended budget transfers as detailed in the attached Budget Journal form.

FISCAL IMPACT: (Continued)

New Animal Services Facility Construction Budget

On October 27, 2009, the Board of Supervisors approved a series of recommendations to implement a new Joint Powers Agency for the provision of Animal Services between the County and the Cities of Modesto, Ceres, Hughson, Patterson and Waterford and awarded a design-build construction contract for the construction of a new Animal Services Facility in the buffer on Crows Landing Road, of the Stanislaus County Public Safety Center.

At that time, the Board of Supervisors approved a new and reduced project budget of \$8,228,691 for the new Animal Services Facility project. This was a reduction of \$2,254,281 from the original estimated Animal Services Facility project budget of \$10,998,809 as a result of the recommended Design-Build construction proposal coming in lower than originally anticipated.

In a separate recommendation, the Board of Supervisors awarded the Design-Build construction contract to Diede Construction, Inc. of Lodi, California for the Design-Build construction of the new Animal Services Facility for an amount not to exceed \$4,989,568. The agenda item also identified a reduction of \$77,839 for cost savings ideas and \$95,919 project improvements and enhancements submitted by Diede Construction, Inc. The \$77,839 deduct has been finalized and the credit was included in the revised project budget and will be implemented as deductive Change Order 1.

The Board also authorized the Project Manager and the Contractor/Design team to complete the Final Design as part of the Design-Build process. The most important project elements included opportunities for additional noise and disease containment, and improvements to the exterior elevation. The final design elements were anticipated to significantly improve the durability, performance, and character of the new Animal Services Facility. As part of that action, the Board approved appropriations of \$250,000 for sound and disease containment, \$95,919 for additional improvements suggested by the Design Build Contractor team and a design and construction contingency fund of \$525,765.

A significant effort by the Project Team, County Staff and the Design-Build Construction team has occurred and the final design recommendations have been completed.

Approval to Accept the Final Design for the Design-Build Construction of the New Animal Services Facility Within the Approved Project Budget and Related Actions.
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At this time, the Chief Executive Officer is requesting the Board accept the final design recommendations, and authorize the Project Manager to negotiate and amend the design-build construction contract with Diede Construction, Inc. of Lodi, California. The changes will add \$434,127 to the contract through a series of changes outlined below to reflect the final project needs. A deductive change order, or savings of \$77,839 will also be processed. Staff is also recommending the Board approve re-allocation of funds previously set a-side for the final design as detailed in the attached Budget Journal form. With the Board's approval of the final design recommendations, the new Animal Services Facility construction project budget will remain unchanged at \$8,228,691 and a sufficient construction contingency remains for the project.

Animal Services Facility Cages RFP

On October 28, 2009 the Project Manager issued a Request for Proposal (RFP) for the purchase of the cages for the Animal Services Facility. On December 3, 2009, eight proposals were received from the following companies: Suburban Surgical Company of Wheeling, Illinois; Snyder Manufacturing of Centennial, Colorado; LGL Animal Care Products of College Station, Texas; Hound Quarters, Inc. of Phoenix, Arizona; Shor-Line of Kansas City, Kansas; TriStar Metals of Boyd, Texas; Horst of Greeley, Colorado; and Mason Company of Leesburg, Ohio.

The RFP process was designed to provide for the County to be able to select the cages that best fit the project needs based cost, durability, control of disease, aesthetics, noise and other factors deemed appropriate. Staff also reserved the right to select cages for different needs from more than one manufacturer if it benefited the County.

An evaluation team reviewed the qualifications responses received and deemed all qualified for the interview process. During the week of December 14, 2009, staff interviewed all eight Proposers. The team unanimously ranked Shor-Line as the best equipment proposal for the project. Shor-Line's T Kennel products are recommended as the products that would best meet the County's needs. The basis of the award are related to the following factors:

- Strength and durability
- Control of the spread of disease
- Cost
- Gates and latches
- Guillotine (separation) door
- Privacy Panels
- Aesthetics
- Noise control

At this time, the staff is recommending that the Board authorize the Project Manager to execute an Agreement with Shor-Line and to issue a Purchase Order for animal cage equipment for the lump sum amount not to exceed \$554,797, and to authorize the

Approval to Accept the Final Design for the Design-Build Construction of the New Animal Services Facility Within the Approved Project Budget and Related Actions.
Page 4

Project Manager to make change orders up to \$25,000 within the approved project budget.

The ongoing annual debt service costs associated with the capital investment and construction of the new Animal Services Facility will be based upon the respective agencies intake percentage of animals into the Animal Services Facility. The County and its Joint Power Agency (JPA) partner cities of Modesto, Ceres, Patterson, Hughson and Waterford will repay this debt over a 25-year period at the cost of lost interest earnings to this fund. Member Agencies will start to pay their proportionate share of the capitalized costs beginning the first day of the fiscal year following the date of actual occupancy, which is expected to be July 1, 2011 as the facility is expected to be completed prior to the end of the 2010 calendar year.

DISCUSSION:

October 27, 2009 Board of Supervisors Action authorized the implementation of the new Joint Powers Agency (JPA); awarded the Design-Build Construction Contract to Diede Construction for the new Animal Services Facility, including the low-income, low-cost spay neuter clinic and related matters; approved the issuance of a Request for Qualifications and Proposals (RFQ/P) for animal cage equipment; and established a reduced project budget of \$8,228,691 with related actions necessary to implement these actions.

The following actions were approved by the Board of Supervisors on October 27, 2009, and since that time significant progress has been completed as outlined below:

October 27, 2009 Board Action	Progress
Authorize the Chief Executive Officer to execute and implement the Joint Powers Agency Agreement with the Cities of Ceres, Hughson, Modesto, Patterson, and Waterford.	The Joint Powers Agreement has been completed
Authorized the Chief Executive Officer to execute a Memorandum of Understanding (MOU) with the City of Modesto	The MOU has been executed
Approval of an Agreement with SAVED, for the low income, low-cost spay and neuter program	This agreement has been executed
Award the Design-Build contract to Diede Construction, Inc. for \$4,989,568	Contract executed

Final Design Process

The Design-Build process requires for the County to supply “bridging” design documents to the Design-Build Contractor Team, who is then responsible at the front end of the contract period to complete the design for the project. The County originally retained the firm RF & A Architects to prepare the bridging design documents for the prequalified contractor teams from which to propose.

Since the award of the Design-Build Construction contract the Diede team has been working with the team to complete the final design. The Diede team architect is LDA and the design-build process provides for the Design-Build Architect to be the architect of record.

All of the final design costs are within the project budget and are returned to the Board of Supervisors for final approval. The Board of Supervisors and the County team are responsible for the construction and delivery of the new Animal Services Facility to the new Joint Powers Agency.

The final design incorporates recommendations for noise, and disease control as well as deductive (cost savings) changes for the project suggested by the Design-Build Contractor and improvements suggested by the Contractor for natural lighting and improved exterior access and visibility. Again, funds were set aside for the final design changes recommended and no increase to the budget is required nor recommended.

The facility remains the same size and the same basic layout as the original bridging design. Several interior improvements have been made to make the construction and the future operations more efficient. The low-income, low cost spay neuter clinic has also been streamlined with less interior walls to reflect the operational needs of the operator. Concrete sealed flooring will be used throughout to limit the spread of disease. The overall plan for 33, 360 square foot , single level floor plan with a public entrance, and adoption area , animal holding, a county veterinarian clinic and the low income, low cost spay neuter clinic remain along with site improvements, and parking needed for the new facility.

Noise Control in Final Design

A major problem with all animal facilities is barking dogs. Dogs bark because they are agitated and their barking is often in excess of 100 decibels, louder than many jet planes. OSHA regulates any noise over 80 decibels as harmful to humans.

The County's bridging architect, RF & A, Inc. advised staff of potential noise problems and advised staff of some extraordinary measures to alleviate the problem integrating the latest noise reduction technologies into the final design of the new Animal Services Facility. The County's Design-Build contractor, Diede Construction, Inc. also advised staff potential challenges in this area, but advised some different measures to alleviate the problem. Because of the opinions of our designers and discussions with the operators of several other Animal Shelters, staff was convinced that measures would have to be taken to alleviate the problem. On October 27, 2009, Board approved funds within the project budget to address these issues.

Staff authorized Diede Construction, Inc. to contract with an Acoustician for further study and recommendations. The acoustician made three recommendations:

Approval to Accept the Final Design for the Design-Build Construction of the New Animal Services Facility Within the Approved Project Budget and Related Actions.
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- Containment of the barking within small areas by the addition of dividing walls within the animal holding areas,
- Absorption of the noise with sound attenuating ceilings
- Separation of animal containment area other areas within the building with sound transmission walls in selected locations.

The designers developed several schemes to address these recommendations, and staff evaluated the cost and benefits of the schemes. With this information staff recommends the following changes be made to the projects.

- The addition of rolling barking walls to contain noise. The sound containment walls will cost \$147,699 to be funded from the original \$250,000 allocation for barking walls in final design.

In addition to the barking walls, the new design team identified a material for the ceiling area to provide sound absorption. This cost can also be funding from the remainder in the \$250,000 sound wall allocation as well as the design contingent and is certain to enhance the noise challenge. This will provide for:

- The installation of a sound absorbent ceiling within the canine holding area. The sound absorbent ceiling will cost \$137,858. The new design also acoustically separates the canine from the other functions of the facility. The separation will improve the work environment and the adoption experience. The addition of sound transmission walls between the canine holding area and other (office) areas of the facility. The sound transmission walls will cost \$48,701.

The final recommended design has the sound walls included for a cost of \$147,699. In addition, it is recommended by the experts and the team that \$137,858 be allocated for a acoustical sound board ceiling material Tectum, and that the interactive (public) interior corridor be improved to reduce the sound in the area the public will visit to adopt animals for \$48,701. The total of these improvements, \$334,258 can be funded by the use of the \$250,000 allocation for sound walls and the remainder \$84,258 from the design and construction contingency. These recommended changes will significantly help to mitigate and reduce noise levels and will contain the problem to the canine holding areas. The funds for these changes are included within the project budget.

Exterior Elevation Improvements to the New Animal Services Facility

During the Design-Build process, several of the pre-qualified Contractors suggested improvements to the plain block building design presented in the bridging documents. The Diede Design-Build Team also presented an improved exterior elevation during the selection process that would improve the visibility and accessibility of the facility, however the cost for the improvements of \$393,000 was not recommended.

Approval to Accept the Final Design for the Design-Build Construction of the New Animal Services Facility Within the Approved Project Budget and Related Actions.
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As part of the Final Design, Diede's Architect of Record, LDA prepared several variations for the final consideration. The proposed improvements to the front elevations provide a visible and improved access to the two entrances which will distinguish this facility from the jail behind it. The new entry elements establish a bold, but friendly, feature to the exterior of the building to welcome the public in and provide clear direction. The entry elements with the full storefront glass doors and windows also help mitigate the linear architectural features of the original design. The two entry features provide an element of equal stature to each destination by the public. A mansard roof ties the two entry elements together. Weather protection over the doors is provided by horizontal metal "eye"-brow. This feature is also added over the front windows for shading of the glass as energy savings devices. This is particularly important as the facility is fully facing the western exposure. The proposed façade provides a visual break from the rectilinear shape of the overall building by use of complimentary materials and colors. The proposed elevation further enhance the character of the Animal Services Facility and makes a complimentary statement with the other buildings located on the site, creating a "campus" atmosphere while maintaining its own identity and personality within the complex of buildings. A significantly lower cost is associated with this change than originally proposed and the recommended exterior cost of \$65,000 is included in the project contingency.

Finally, the Diede team had identified project improvements for the facility and \$95,919 was approved in the revised budget. As a result of the final design process, only \$34,896 of those improvements are recommended for the addition of sky-lights and windows to bring natural light into the facility. The remainder of these savings will return to the contingency fund.

The County's Change Order Policy requires Board of Supervisors approval for contract changes that exceed \$25,000. Four changes are recommended;

1. Change Order No 1. Accept the savings proposed by Diede Construction in their proposal previously approved by the Board on October 27, 2009. This is a deductive change order (savings) (-\$77,839)
2. Change Order No 2. Approve the addition of acoustic measures. (\$334,258)
3. Change Order No 3. Approve the addition of skylights and windows to add natural sunlight into the facility. The natural light tends to reduce the agitation of the canines, makes use of natural lighting and enhances the experience of the public areas of the building. (\$34,869)
4. Change Order No 4 for the recommended front elevation (\$65,000)

With the Board's approval of the Final Design, Staff is also recommending the Board approval to allocate funds previously set a-side for the Final Design as detailed in the table below:

Below is a summary of the final design cost and funding sources within the approved project budget.

Funding Sources for Final Design

Noise and Disease allocation approved by the Board on October 27, 2009	\$250,000
Design Improvements proposed by Diede Construction, Allocation approved by the Board on October 27, 2009	95,919
Fence Fund allocation approved by the Board on October 27, 2009	10,000
Contingency allocation approved by Board on October 27, 2009	525,765
Total Sources	\$881,684

Recommended Uses for Final Design

Barking Walls Sound Reduction Improvements	\$147,699
Sound Material Improvements	137,858
Corridor Noise Reduction Improvements	48,701
Lighting and Windows	34,869
Exterior Elevation	65,000
Total Uses	\$434,127

Remaining Construction Contingency Fund \$447,557

The remaining Construction Contingency will be \$447,557 or 8,9% of the construction budget, which will be sufficient for needs through the duration of construction.

Design and Construction Schedule

This proposed Board of Supervisors action will complete the design phase of the Animal Services Facility project. With direction to proceed, the final design documents will be submitted for plan check and site preparation activities will commence in early February, 2010. Actual construction of the facility is anticipated to begin in March, 2010 and be completed in mid-Fall, 2010. Within this schedule, a slight increase to the Contractor is

Approval to Accept the Final Design for the Design-Build Construction of the New
Animal Services Facility Within the Approved Project Budget and Related Actions.
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recommended due to the time associated with the additional acoustical analysis and the holiday closure period. It is expected that the facility will be dedicated in December, 2010.

During November, 2010, interior equipment and furnishings will be installed and setup, followed by transition from the existing Finch Road site to the new facility in December. Project occupancy is anticipated by the end of this calendar year.

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:

Staff from the Chief Executive Office, the Cities of Modesto, Ceres, Hughson, Patterson, Waterford, the Animal Services Department and members of the Animal Advisory Board will continue to work together on this effort in collaboration. Once the new Animal Services Facility is built, it is anticipated that five additional Animal Care Specialists are need for effective facility operations.

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

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

Balance Type	Budget
Category	* List - Text Budget - Upload
Source	* List - Text
Currency	* List - Text USD
Budget Name	List - Text LEGAL BUDGET
Batch Name	Text
Journal Name	Text CEO ML JV112761 1-20-10
Journal Description	Text ANIMAL SHELTER PROJECT
Journal Reference	Text CHANGES TO DIEDE CONTRACT
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			
	4	7	5	7	6	6	5					Upper case MMM-YY List - Text	Text
Pb	2058	0061129	80300	0000000	000000	000000	00000	160604				JAN-10	Noise, Ext & Other Improvemen
Pb	2058	0061129	80570	0000000	000000	000000	00000			150604		JAN-10	Design & Constr Contingencies
Pb	2058	0061129	80570	0000000	000000	000000	00000			5000		JAN-10	FF&E Contingencies
Pb	2058	0061129	81000	0000000	000000	000000	00000	5000				JAN-10	Cages
Pb	2058	0061129	84191	0000000	000000	000000	00000			10000		JAN-10	Fences

Totals: 165604 165604

Explanation:

FUND ANIMAL SHELTER PROJECT BASED UPON PROPOSAL

Requesting Department	CEO	Date Entry	Auditors Office Only
<i>Mark</i>	<i>Patricia Johnson</i>		<i>John</i>
Signature	Signature	Keyed by	Prepared By
<i>1/21/10</i>	<i>1/22/10</i>		<i>1/21/10</i>
Date	Date	Date	Date
			Approved By

PowerPoint

Approval to Accept the Final Design for the
Design-Build Construction of the

New Animal Services Facility

Within the Project Budget and Related Actions

Board of Supervisors Item B-7
January 26, 2010



Task Overview

- ✓ ~~Needs Assessment~~ *Completed*
- ✓ ~~Conceptual Planning~~ *Completed*
- ✓ ~~Initiate Discussion With Partner Cities~~ *Completed*
- ✓ ~~Detailed Program Plan~~ *Completed*
- ✓ ~~Pre-Qualification of Contractors~~ *Completed*
- ✓ ~~Environmental Review~~ *Completed*
- ✓ ~~Design “Bridging” Documents~~ *Completed*

Secure Final Agreements with Partner Cities

Select Contractor/Award/Initiate Construction

Completion and Occupancy

Task Overview

Secure Final Agreements with Partner Cities
Select Contractor/Award/Initiate Construction
Completion and Occupancy

Board of Supervisors Action 10/27/2009

**Secure Final Agreements with Partner Cities
Select Contractor/Award/Initiate Construction**



Stanislaus County



City of Modesto



City of Ceres



City of Patterson



City of Hughson



City of Waterford

Board of Supervisors Action 10/27/2009

Secure Final Agreements with Partner Cities



Stanislaus County



City of Modesto

Authorized an Agreement with City of Modesto regarding Disposition of the Existing Finch Road Animal Shelter Property and New Animal Shelter Costs

Final Design Approval of the **New Animal Services Facility**

Board of Supervisors Action 10/27/2009

Authorized Agreement with SAVED for a Low-Income, Low Cost Spay and Neuter Program

Board of Supervisors Action 10/27/2009

Select Contractor/Award/Initiate Construction



Authorized Contract with Design-Build Contractor Diede Construction, Inc. of Lodi, CA

Approved the Project Budget of \$8,744,528 at a Savings of Over \$2.25 Million From the Original Project Budget

Approved Related Actions Necessary for the Successful Delivery of the Project

Today's Recommended Action

**We are Ready to Proceed Well Within the
Reduced Project Budget**

Recommendation of Final Design Decisions

Recommendation for Equipment Purchases

Proceed with Implementation Strategy

***Recommendations have been reviewed and
accepted by the Capital Facilities Committee***

Today's Recommended Action

**Complete Final Design Based on the
“Bridging Design” Documents**

Final Materials and Layout Selections

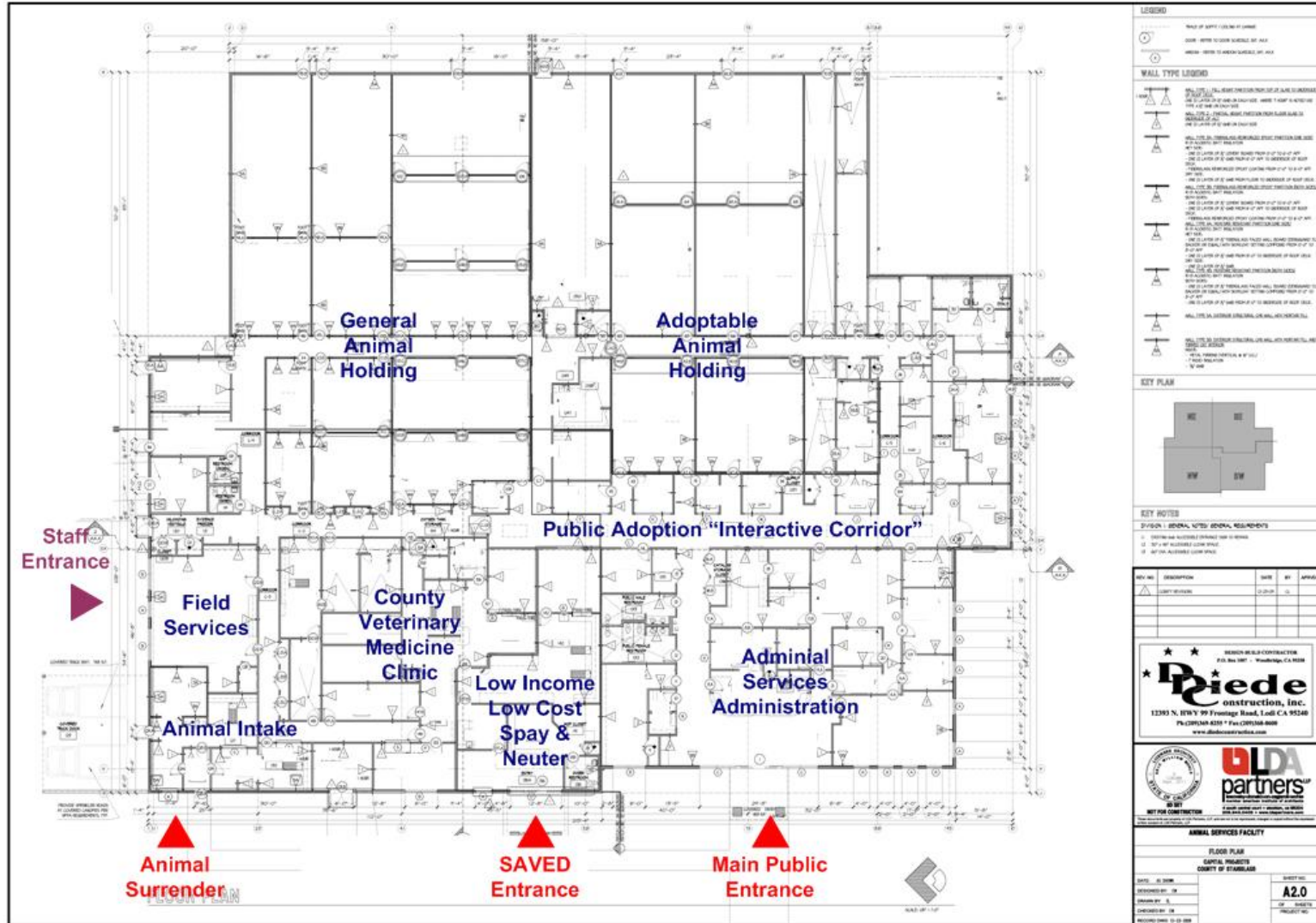
Review and Approve Building Systems

Review/Select Final Design

Issue RFP for Kennel Equipment / Cages

Final Design Approval of the New Animal Services Facility

Final Recommended Floor Plan



GENERAL CONTRACTOR

Riede
Construction, Inc.

12350 N. HWY 99 Frontage Road, Lodi, CA 95240
PHILIP@RIEDECONSTRUCTION.COM
www.riedeconstruction.com

BLDA
partners

BLDA PARTNERS
BUILDING LOCAL COMMUNITIES

ANIMAL SERVICES FACILITY

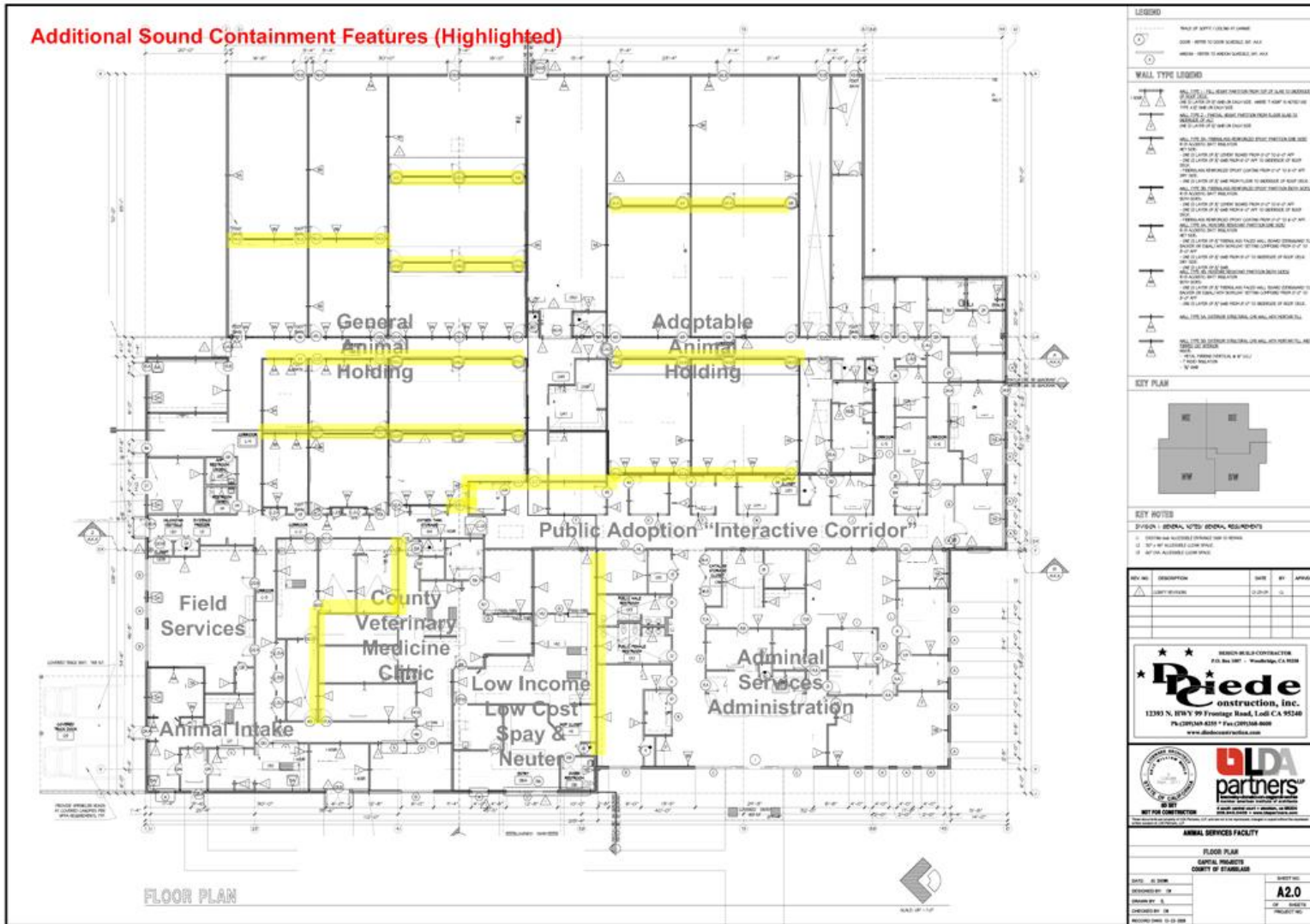
FLOOR PLAN

SUPPL. PROJECTS
COUNTY OF STANISLAUS

DATE: 01-20-18
DESIGNED BY: JH
PROJECT NO.: A2.0
CHECKED BY: JH
REVISIONS: 01-20-18

Final Design Approval of the New Animal Services Facility

Additional Sound Containment



Cage / Kennel Equipment

Request For Qualifications/Proposals issued on October 28, 2009

Eight Proposals were received and reviewed by the Review Team. All 8 firms were interviewed.

Criteria included:

Strength and Durability

Gates and Latches

Privacy Panels

Noise Control

Cost

Guillotine Door

Aesthetics

Control of Spread of Disease

Cage / Kennel Equipment

The Approved Budget includes \$649,900 for cages and cage installation.

Cage installation is estimated to cost less than \$100,000.

Cage / Kennel Equipment

Team recommends:

- Execute a Purchase Order with Shor-Line
- Issue a Purchase Order to Shor-Line for \$554,797
- Authorize the Project Manager to make Change Orders up to \$25,000 within the Project Budget

Veterinary clinic equipment purchases are underway.

Equipment recommendations are all well within the approved Project Budget.

Cage / Kennel Equipment

Cat Suite by T Kennel



Convenient storage, "private bedroom and litter space"; superbly designed Cat Condos! The T Kennel Cat Suite is a boarding unit that you, your customers and their cats will love!



Atascocita Animal Hospital, Humble, TX



415 Osage, Kansas City, KS 66105
913.281.0722, www.t-kennel.com



See Reverse Side for Details

Exterior Façade Design

- **Improve visibility of the New Animal Services Facility**
- **Distinguish the facility from the surrounding structures**
- **Clear public entrances for both the Main Entry and the Low Income, Low Cost Spay & Neuter Program**
- **Modest improvements to welcome the public to adopt animals**

Final Design Approval of the New Animal Services Facility

Base Design/Front Elevation



BASE EXTERIOR

STANISLAUS COUNTY
ANIMAL SERVICES FACILITY

OROWS LANDINGS RD + CORNICIOPRIA WAY
MADRID, CA

10.01.09



Contractor Proposed Front Elevation



ENHANCED EXTERIOR

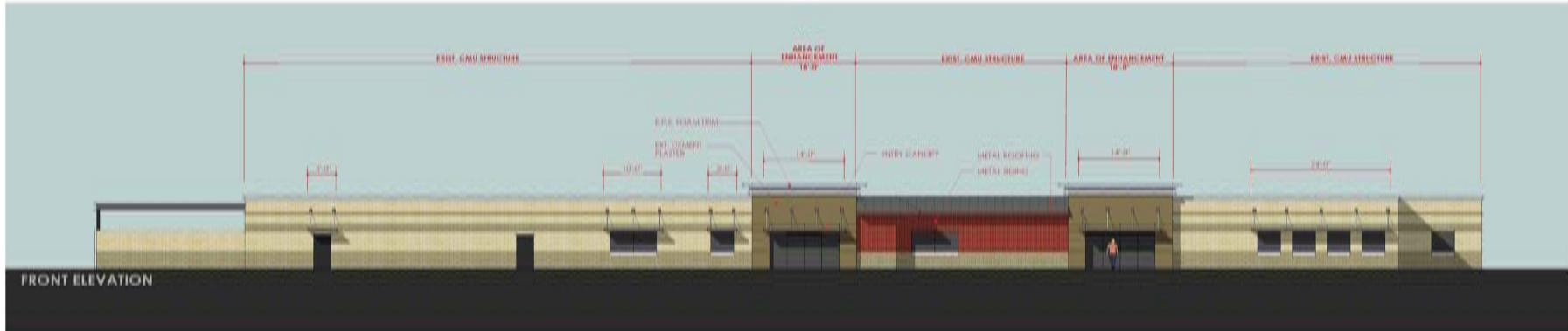
STANISLAUS COUNTY
ANIMAL SERVICES FACILITY

0300 W. LANDING RD. • CORNUCOPIA WAY
MADISON, CA

10.01.09



Final Recommended Design/Front Elevation



OPTION 20
ENHANCED EXTERIOR

STANISLAUS COUNTY
ANIMAL SERVICES FACILITY

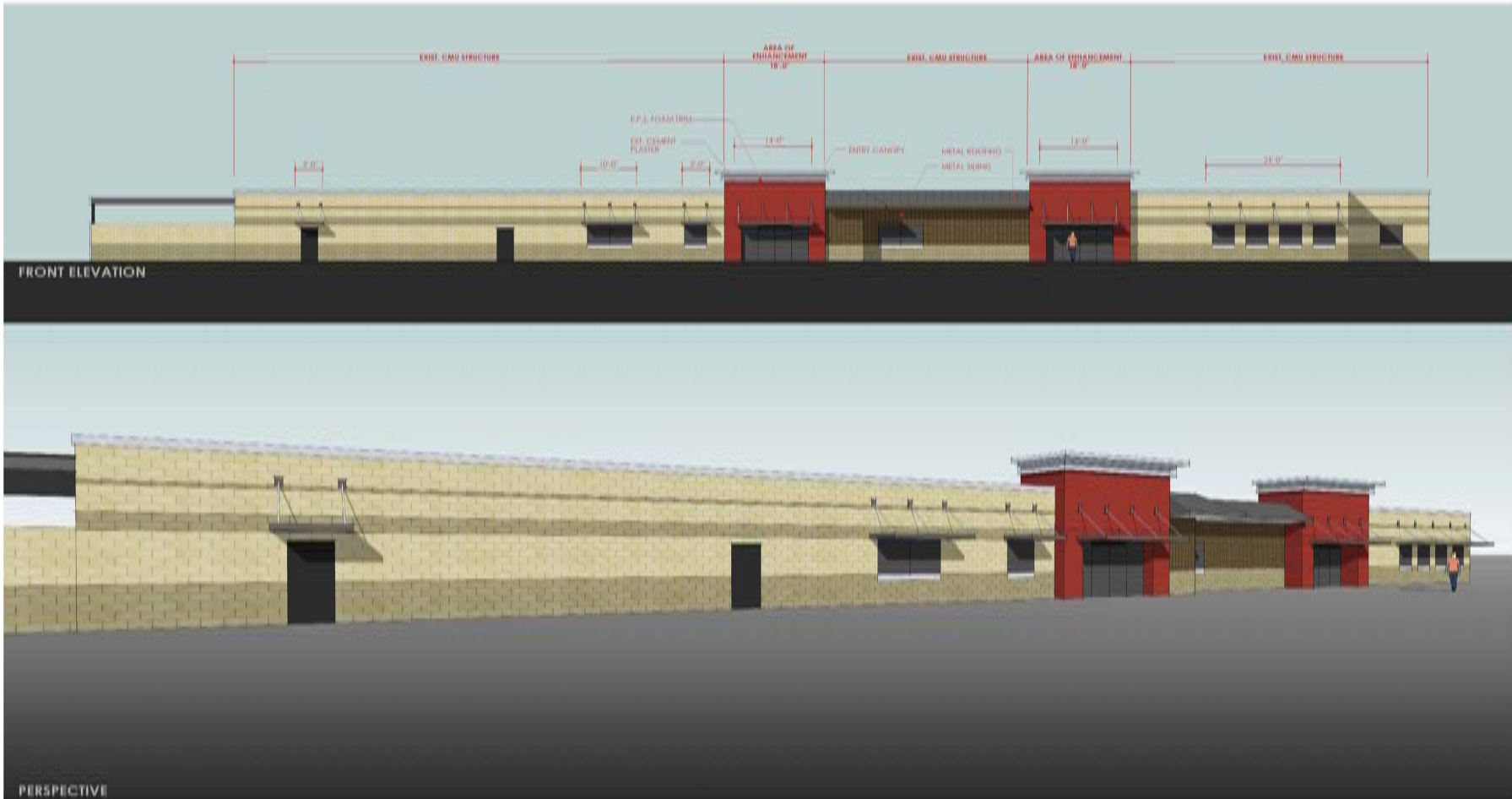
OBOWS LANDING RD + COORNICORIA WAY
MCKINLEY, CA

1.14.10



Final Design Approval of the New Animal Services Facility

Alternate Design/Front Elevation



OPTION 21
ENHANCED EXTERIOR

STANISLAUS COUNTY
ANIMAL SERVICES FACILITY

OROWS LANDINGS RD + CORNICIOPRIA WAY
MADRID, CA

1.00.10



Budget for Final Design Issues

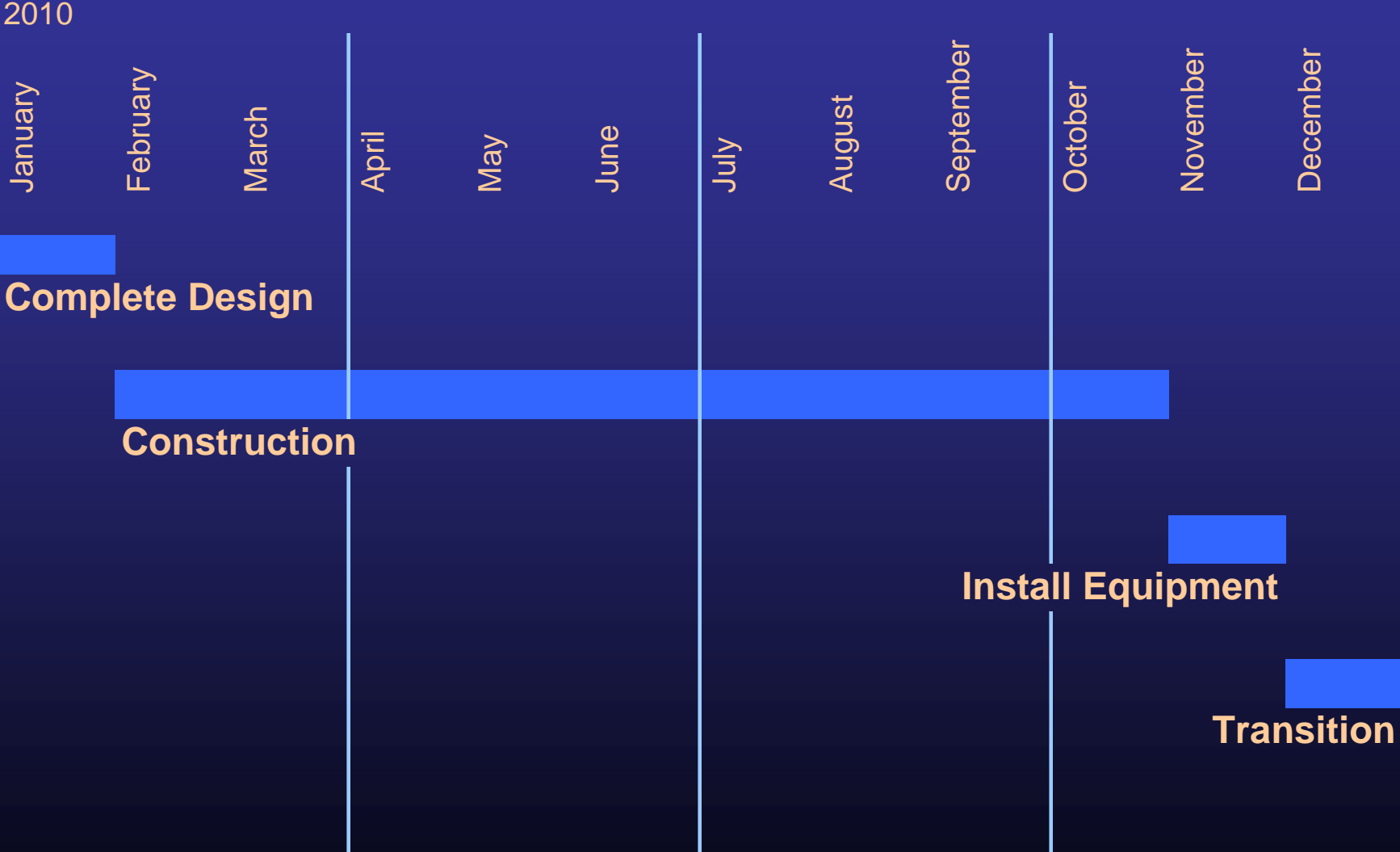
Approved Funding Sources

Noise & Disease Control	\$250,000
Contractor-proposed design improvements	\$95,919
Fencing	\$10,000
Contingency Allocation	\$525,765
Total Funding Sources	\$881,684

Recommended Uses for Final Design

Barking Walls/Sound Reduction	\$147,699
Sound Material Improvements	\$137,858
Corridor Noise Reduction Improvements	\$48,701
Lighting and Windows	\$34,869
Exterior Elevation / Façade	\$65,000
Total Proposed Uses	\$434,127
Remaining Construction Contingency	\$447,557
Construction Contingency = 8.9% of the Construction Cost	

Project Schedule



Recommendations

1. Accept the Final Design for the Design-Build construction of the new Animal Services Facility.
2. Authorize the Project Manager to implement the recommended and necessary changes to the Construction Contract in accordance with the County Change Order Policy to reflect the final design decisions funded by project funds previously approved and set aside for the final design decisions and within the approved budget as outlined in this report.

Recommendations

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4. Authorize the Project Manager to make change orders, up to \$25,000 within the approved project budget for the final equipment order which is consistent with the County's Construction Change Order Policy, within the approved project budget.

Recommendations

5. Direct the Auditor-Controller to complete the recommended budget transfers as detailed in the attached Budget Journal form.



Approval to Accept the Final Design for the
Design-Build Construction of the

New Animal Services Facility

Within the Project Budget and Related Actions

Board of Supervisors Item B-7
January 26, 2010



Stanislaus Capital Projects
825 12th Street, Modesto, CA 95354
Phone: (209) 525-4380 Fax: (209) 525-4385

BOARD OF SUPERVISORS **TRANSMITTAL**

TO: SCHROER MFG CO dba SHOR-LINE
911 OSAGE AVENUE
KANSAS CITY, KS 66105

2010 MAY 25 P 4: 42

SUBJECT: ANIMAL SERVICES SHELTER

DATE: 5/25/10

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

<input type="checkbox"/>	Shop Drawings	<input checked="" 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 Agreement. Purchase order to follow.

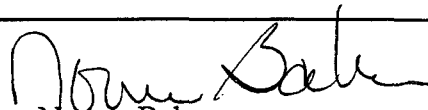
REMARKS:

For your records.

Clerk of the Board: Board Item #2010-052, Dated 1/26/10

COPIES: Patricia Hill Thomas
Tom Flores, Auditor (Purchasing)
Liz King, Clerk of the Board
File AR 2.1.1 (803)
File ER 2.2

SIGNED:


Norma Baker

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT, made this 26th day of January, 2010 by and between SHOR-LINE, whose place of business is located at 511 Osage Ave., Kansas City, KS 66105, hereinafter called "Supplier," and the County of Stanislaus, hereinafter referred to as the "County," acting under and by virtue of the authority vested in the County by its Board of Supervisors and the laws of the State of California.

WHEREAS, the County, by its Board Agenda Item B-7, adopted on the 26th day of January, 2010, authorized the Project Manager for the Stanislaus County Animal Services Facility (hereinafter "Project"), located at Cornucopia Way, Ceres, California, to execute a written contract relating to the procurement of Animal Services Facility Cages, in conformance with the authorization granted to her by the Board of Supervisors.

Stanislaus County
Animal Services Facility Cages
at
Cornucopia Way
Ceres, CA

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, Supplier and the County agree as follows:

Article I. Scope of Procurement Documents

1.1 The Procurement Documents describe the Animal Services Facility Cages (hereinafter "Product") and other services that Supplier shall provide in conformance with the requirements of this Procurement Agreement (collectively the "Supply"). Supplier's obligation to provide the Supply includes but is not limited to, the provision of all labor, equipment, materials, engineering, design, testing and any other work or services or costs of any type necessary to accomplish the following:

- **Supply of the Animal Services Facility Cages.** Manufacture and deliver to Project site all cages and accessories FOB Project Site in conformance with the attached quote prepared by Shor-Line attached as Exhibit "A".
- **Product Delivery.**
 - Supplier shall deliver products in accordance with manufacturer's instructions.
 - Supplier shall promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

- All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times. Equipment can not be stored outside.
 - Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of County.
 - Grease and lubricating oil shall be applied to all bearings and similar items.
 - Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists shall be included with each shipment.
 - Supplier shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in the Procurement Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
 - All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
- **Product Storage.** Supplier shall instruct the installer to:
 - Store products to facilitate installation.
 - Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - Arrange storage of products to permit access for inspection
 - No metalwork (miscellaneous steel shapes) shall be stored directly on the ground.
 - **Quality Control.** Perform all testing and quality control to demonstrate compliance with the following specified quality requirements of the Animal Services Facility Cages, including all components and supporting systems, materials, equipment, or services, prior to delivery of the Animal Services Facility Cages to the point of delivery at the Project. The cages shall be T-Kennel supplied by Shor-Line and shall match the samples held in the office of the construction manger. Removable top panels shall be furnished for 10% of the cages. The privacy panels for the cages in the holding, non-adoption, areas shall be stainless steel instead of acrylic. Versa-feeders shall be included for all cages in the holding, non adoption, areas. Stainless steel privacy panels, 103/104/109, Type 1 door and acrylic PVC privacy panels, 65/66/40, type 2/type 3 doors shall be included with the orders. Card holders are included in the order, but bowls and rings for cages/condos are

not included in the order.

- **Design Services.** Provide all design reviews, design approvals, shop drawings, and submittals for review by the County.
- **Coordination.** Provide all necessary coordination efforts to ensure appropriate fabrication and to facilitate ease of installation of the Product at the Project by others, including but not limited to the following:
 - Field measurement of the Animal Services Facility for Supplier coordination of the Product with the facility.
 - Identify physical relationships of the various elements and systems of the Animal Services Facility Cages and their interfacing with other elements and systems. Lay out and arrange all elements to contribute to safety and efficiency while maintaining the intent of the design. If conflicts arise, notify the Construction Manager before proceeding with installation.
 - Instruct the installer of the appropriate sequence for construction activities in connection with the Product to obtain the best results.
 - Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - Prepare installation instructions to indicate how work will be interfaced and sequenced for installation.
 - Provide proper and structurally sound connection devices and methods for securing Product as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansion and building movements. Provide uniform joint widths in exposed work.
 - Instruct installer of temperature, humidity, exposure, weather, and status of project which will impact satisfactory results.
 - Ensure that all Product will fit within the prescribed room spaces. Take field measurements of actual field conditions.
- **Inspection.** Oversight of unloading and proper placement of the Product for installation. Inspection of construction and quality control services during the installation of the Animal Services Facility Cages. Oversight of installer in the proper installation of the Product.
- **Operation and Maintenance Training Instructions.** Provide a Long Term Maintenance Manual for the Animal Services Facility Cages in conformance with the Specifications and assist the Owner and the Supplier in the interpretation of such manual as is reasonably necessary for the installation and maintenance of the Animal Services Facility Cages.
- **Technical Assistance.** Provide on-site technical assistance for 4 days during unloading,

storage and installation for the Animal Services Facility Cages.

- 1.2 Supplier shall complete the Supply, including but not limited to, providing the Animal Services Facility Cages and performing the Special Services, in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to:
- The standards included and warranties expressed in the Procurement Documents and any independent manufacturer's recommendations pertaining to individual items of the Product; and
 - Applicable codes, regulations, discharge standards governing the operation of the Stanislaus County Animal Services Facility.

Article II. Architect/Engineer and Project Manager

- 2.1 **Project Manager.** County has designated Patricia Hill Thomas as its Project Manager to act as County's representative in all matters relating to this Procurement Agreement. The County's Project Manager shall have final authority over all matters pertaining to the Procurement Agreement, and shall have sole authority to modify the Procurement Agreement on behalf of the County, to accept work, and to make decisions or actions binding on the County, and shall have sole signature authority on behalf of the County. The County has designated Patricia Hill Thomas as its Project Manager. Ms. Thomas may from time to time delegate the Project Manager's functions to the Project's Construction Manager or other designee, and will advise Supplier in writing of any such delegation and the extent of the authority delegated.
- 2.2 **Architect/Engineer.** LDA Partners designed the Animal Services Facility Project and furnished the plans and specifications for the Project. Supplier shall coordinate its submittals with the Project's Plans and Specifications.

Article III. Procurement Time, System Performance and Liquidated Damages

- 3.1 Supplier shall commence Supply on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Supplier shall submit all submittals within 70 days of issuance of the Notice to Proceed.
- 3.3 Supplier shall furnish all Product within 360 calendar days of issuance of the Notice to Proceed, or within 90 calendar days of direction by the Project Manager, whichever comes first.
- 3.4 Supplier shall coordinate delivery of product with the installer. Supplier understands that delivery of the product as required is extremely important to the success of the project. Product delivered too soon or too late will adversely affect the project. Supplier may be required to stockpile the product for a period of time prior to delivery. Installer will continually advise the supplier of the required delivery date.

Article IV. Procurement Price and Payment

- 4.1 The County shall pay the Supplier for the Supplier's furnishing of the Animal Services Facility Cages and performance of the Special Services, the Procurement Price in the amount of Five Hundred Fifty Four Thousand Six Hundred Fourteen and 18/100 (\$554,614.18) Dollars, subject to additions and deductions by Change Order as provided in the Procurement Documents.
- 4.2 The Procurement Price is all inclusive and includes all costs for the Supply, including but not limited to, the design, manufacture, testing and delivery of the Animal Services Facility Cages and performance of the Special Services; all costs, including but not limited to, federal, state, and local taxes for materials and equipment, and labor furnished by Supplier, its subcontractors, subconsultants, architects, engineers, testing agents, and vendors or otherwise arising out of Supplier's provision of the Supply, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Animal Services Facility Cages or the Special Services, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.
- 4.3 The Procurement Price shall be payable by the County subject to a ten percent (10%) retention. County shall not release retention until Supplier delivers the Animal Services Facility Cages and performs the Special Services in accordance with the requirements of the Procurement Agreement.
- 4.4 The Procurement Price will be made in progress payments payable upon the satisfactory submittal by Supplier of Application for Payments and all necessary supporting documentation, in the following stages:

<u>Stage:</u>	<u>Percent:</u>
(i) Delivery of Submittals and Shop Drawings.	10%
(ii) Fabrication and delivery of Animal Services Facility Cages.	65%
(iii) Installation of Animal Services Facility Cages.	25%

Retention will be released upon acceptance of the product by the County.

The progress payments shall be made in conformance with the Procurement Documents.

Article V. Supplier's Representations and Warranties

In order to induce the County to enter into this Agreement, Supplier makes the following representations and warranties:

- 5.1 Supplier is familiar with all federal, state and local laws and regulations (including, without limitation, all applicable standards described in the Specifications) that in any manner may affect the cost, progress or performance of furnishing the Animal Services Facility Cages and Special

Services; or which relate to any aspect of the means, methods, techniques, sequences or procedures of manufacturing and testing to be employed by Supplier and safety precautions and programs incident thereto.

- 5.2 Supplier has the expertise, design, manufacturing and testing capabilities, and financial capabilities to perform and complete all obligations under the Procurement Documents.
- 5.3 Supplier is and will be at all times be fully qualified and capable of providing the Animal Services Facility Cages and performing the Special Services in conformity with the requirements of the Procurement Documents, and possesses or will timely obtain all necessary licenses and/or permits required to provide the Animal Services Facility Cages and perform the Special Services.
- 5.4 The Animal Services Facility Cages required to be provided by Supplier under this Procurement Agreement shall be delivered free and clear of all liens, rights of conditional vendors, encumbrances, and claims of laborers or materialmen, and in conformance with the requirements in the Procurement Documents.
- 5.5 All information and representations submitted and made by Supplier in its Statement of Qualifications (and the documents submitted therewith) are true and correct on the date submitted and on the effective date of this Agreement. At all times during the provision of the Animal Services Facility Cages and the performance of the Special Services, Supplier and its major subconsultants, shall fully meet and satisfy each of the minimum requirements necessary to be found responsible to perform the work set forth in the Request for Qualifications.

Article VI. Procurement Documents

- 6.1 The Procurement Documents which comprise the entire agreement between the County and Supplier concerning the furnishing of the Animal Services Facility Cages, Special Services and other services in connection therewith, consist of the following documents, including all changes, addenda and modifications thereto:

Documents:

Request for Proposals for Furnishing Kennels for Stanislaus County, dated October 27, 2009
Document 00520 Procurement Agreement
Document 00530 Notice to Proceed
Document 00650 Agreement and Release of Any and All Claims

Drawings:

Drawings Prepared for the Animal Services Facility by LPA

- 6.2 There are no Procurement Documents other than those listed above in this Article VI. The Procurement Documents may only be amended, modified or supplemented as provided in Procurement General Conditions.

Article 7. Submittals

7.1 Required Submittals. Required submittals include but are not limited to the following:

- Engineering / coordination drawings
- Shop drawings
- Site Visit
- Mockups
- Kennels – assembled in pieces set in place over trench drain attached to walls and floors
- Cages – free standing
- Cat condominiums – assembled in pieces on wheels
- Locks
- Privacy panels
- Removeable top panel
- Bowls rings
- Versa feeders
- French covers
- Such other and further submittals as the Project Manager may deem necessary and communicate to Supplier.

7.2 Submittal Transmittal Form and Submittal Requirements. Each transmittal shall carry the following information and be forwarded to the Construction Manager accompanied by a transmittal. One blank copy of the Transmittal Form to be used by the Supplier will be supplied by the Construction Manager. Each transmittal shall contain the following information:

- a. The number of the submittal (to be determined by the Construction Manager).
- b. The date of the submittal.
- c. The Supplier's name and address.
- d. The subcontractor's name and address.
- e. The Project name and address.
- f. The Drawing reference.
- g. On the transmittal record, note the date sent and the requested due date from the County.
- h. Note the quantity and type of submittal.
- i. Note the drawing/item, date, and description of the submittal.
- j. Notice of any deviations from the Procurement Documents (on separate letterhead by the Supplier).
- k. The Supplier's certification that he has reviewed the submittal and that it is in compliance with the requirements of the Procurement Documents.
- l. Field dimensions identified as such.
- m. Any other pertinent information.
- n. All attachments to the transmittal record will be identified with the submittal number.
- o. List each item or drawing contained in the submittal on the transmittal.

7.3 Submit at Supplier's expense, all required Submittals, ten (10) copies, including but not limited to, Schedule of Shop Drawing and Sample Submittals, Product Data, Shop Drawings, Samples, and Documents required by the County for review and approval. All Shop Drawings, Samples, and Product Data Submittals shall be submitted within fifteen (15) Days after receipt of Notice of to Proceed from County.

- 7.4 Transmit each item with the appropriate Submittal transmittal. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Incomplete Submittals will be returned not reviewed by County
- 7.5 The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show County the materials and equipment Supplier proposes to provide and to enable County to review the information for the limited purposes. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as County may require to enable County to review the Submittal.
- 7.6 At the time of each submission, give County specific written notice of all variations, if any, that the Submittal may have from the requirements of the Procurement Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to County for review and approval of each such variation. If County accepts deviation, County will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate contract modification.
- 7.7 Submittal coordination and verification is the responsibility of Supplier; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Procurement Documents, and determine and verify:
- All measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto
 - All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - All information relative to Supplier's sole responsibility for means, methods, techniques, sequences, and procedures of fabrication and safety precautions and programs incident thereto.
- 7.8 Supplier's submission to County of a Submittal shall constitute Supplier's representation that it has satisfied its obligations under the Procurement Documents, and as set forth immediately above.
- 7.9 Designation of Work "by others," if shown in Submittals, shall mean that Work will be responsibility of Supplier rather than Subcontractor or supplier who has prepared Submittals.
- 7.10 After review by County of each Submittal, material will be returned to Supplier with actions defined as follows:
- 7.10.1 NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this

Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.

- 7.10.2 MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Supplier.
- 7.10.3 REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Supplier prior to subsequent review by County.
- 7.10.4 REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- 7.11 Supplier shall make a complete and acceptable Submittal at least by second submission. County reserves the right to deduct monies from payments due Supplier to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Supplier for resubmission. Supplier shall be in breach of the Procurement Agreement if Supplier's first resubmittal, following a Submittal which County determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above.
- 7.12 Favorable review will not constitute acceptance by County of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Supplier, including responsibility to back-check comments, corrections, and modifications from County's review before fabrication. Supplier, Subcontractors, or suppliers may prepare Submittals, but Supplier shall ascertain that Submittals meet requirements of Procurement Documents, while conforming to structural space and access conditions at point of installation. County's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Procurement Documents and be compatible with the design concept of the completed Project as indicated by the Procurement Documents. Favorable review of Submittal, method of Fabrication, or information regarding materials and equipment Supplier proposes to furnish shall not relieve Supplier of responsibility for errors therein and shall not be regarded as assumption of risks or liability by County, or any officer or employee thereof, and Supplier shall have no claim under Procurement Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that County has no objection to Supplier using, upon Supplier's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.
- 7.13 Supplier shall copy, conform, and distribute reviewed Submittals in sufficient numbers for Supplier's files, Subcontractors, and vendors.
- 7.14 After County's review of Submittal, Supplier shall revise as noted and resubmit as required. Supplier shall identify changes made since previous Submittal.

- 7.14.1 Supplier shall begin no fabrication or Work that requires Submittals until return of Submittals not requiring resubmittal. Do not extrapolate from Submittals covering similar Work.
- 7.14.2 Normally, Submittals will be processed and returned to Supplier within 21 Days of receipt.
- 7.14.3 Prior to Fabrication the Vendor shall take field measurement and shall adjust his fabrication detail to the actual field conditions.
- 7.15 Supplier shall distribute copies of reviewed Submittals to concerned persons. Supplier shall instruct recipients to promptly report any inability to comply with provisions.
- 7.16 All Submittals shall be number-identified by Supplier, prior to submission to County, in accordance with the following:
 - 7.16.1 Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.
 - 7.16.2 Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, Product Data, Sample, certification, etc.
 - 7.16.3 Number Installation, Operation, and Maintenance Manual with original root number of the favorably reviewed Submittal for the item.
 - 7.16.4 If the Submittal is a resubmittal (including without limitation after an initial Submittal is rejected, returned without review, or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a resubmittal of Submittal 1 would be numbered 1A). Subsequent resubmittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).

All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by County. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to resubmittal) shall be given a new number.

Article VIII. Miscellaneous

- 8.1 Supplier shall not assign any portion of the Procurement Documents, and may subcontract portions of the Procurement Documents only in compliance with the Listing Law, California Public Contract Code §4100 et seq.
- 8.2 The Procurement Sum includes all allowances (if any).
- 8.3 It is understood and agreed that in no instance is any party, signing this Agreement for or on behalf of the County or acting as an employee or representative of the County, liable on this Procurement Agreement, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Procurement Documents or applicable law.
- 8.4 In entering into a public contract or a subcontract to supply goods, services or materials pursuant

to a public contract, the Supplier or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Supplier, without further acknowledgment by the parties.

- 8.5 This Procurement Agreement shall be deemed to have been entered into in the County of Stanislaus, and governed in all respects by California law. Venue for any dispute shall be in Stanislaus County.
- 8.6 County shall have the right to review Supplier's design during all phases of design (including schematic, design development and fabrication) including, but not limited to, engineering calculations, drawings, specifications, shop drawings, samples and submittals, as specified in the Procurement Documents. Such review, approval and other action shall not relieve Supplier of its responsibility for a complete design complying with the requirements of the Procurement Documents; but rather, such review shall be in furtherance of the County's monitoring and accepting the design as developed and issued by the Supplier, consistent with these Procurement Documents. Supplier's responsibility to complete the Supply, including but not limited to, manufacture and test the Animal Services Facility Cages and perform the Special Services in conformance with the Procurement Documents shall be absolute.
- 8.7 Should any part, term or provision of this Agreement or any of the Procurement Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Procurement Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Procurement Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Procurement Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Procurement Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Vendor accepts the Claims Procedure in Document 00700, Article 12, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

The County has entered into this Procurement Agreement in accordance with Resolution No. 2010-052 adopted by the County's Board of Supervisors on January 26, 2010, and all provisions applying to the grant of authority from the County's Board of Supervisors to the Project Manager in such resolution shall apply to this Agreement.

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

SUPPLIER: SHOR-LINE

By: *Lutz Lucka*
(Signature)

By: _____
(Signature)

Its: *Credit Manager*
Title (If Corporation: Chairman, President or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

COUNTY:

COUNTY OF STANISLAUS

By: *Patricia Huei Thom*
(Signature)

Patricia Huei Thom
(Print Name)

Chief Operations Officer
(Title)

APPROVED AS TO FORM AND LEGALITY
THIS 12 DAY OF April, 2010

By: *J.P. Doering*
John P. Doering, County Counsel

BOARD AGENDA ITEM. B-7 ON JANUARY 26, 2010

AGREEMENT BETWEEN THE COUNTY OF STANISLAUS
AND RAUHAUS FREEDENFELD AND ASSOCIATES, LLP.
FOR THE ANIMAL SERVICES FACILITY

AMENDMENT NO. 2

The Agreement between the **County of Stanislaus** ("County") and **RAUHAUS FREEDENFELD AND ASSOCIATES, LLP.** ("Architect") for the **Animal Services Facility** dated August 26, 2008 (collectively, the "Agreement") is hereby amended as follows:

APPENDIX B – SERVICES

Add Paragraph 5. Assist the County to review the completion of the design by Diede Construction, Inc. and advise the County of findings. Reference the attached proposal from Rauhaus Freedendfeld & Associates dated November 25, 2009.

APPENDIX C – COMPENSATION

2. **COMPENSATION TO THE ARCHITECT.** Change the final sentence to read "The total compensation to the Architect for all tasks or items of work shall not exceed \$336,859."

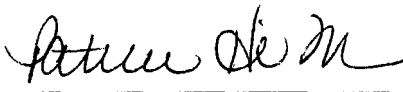
Add new paragraph 2.4 Phase 4 Review final design and advise County of the findings.

Total Cost Phase 4 \$13,700


Except as specifically modified herein, the Agreement shall remain in full force and effect as written. To the extent that any provision of this Amendment No. 2 conflicts with any provisions of the Agreement, this Amendment No. 2 shall control.

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

STANISLAUS COUNTY

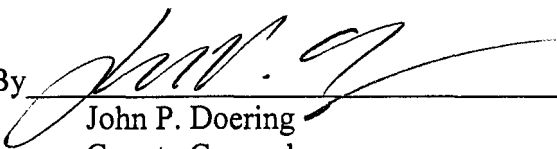
By 
Patricia Hill Thomas
Chief Operating Officer/
Assistant Executive Officer

**RAUHAUS FREEDENFELD AND
ASSOCIATES, LLP**

By 
Richard Rauh, AIA

By 
Warren Freedendorf, AIA

Approved as to Form:

By 
John P. Doering
County Counsel



rauhaus freedenfeld & associates

East Coast Office
97 Broadway, Boston, MA 02116
T 617.338.0050 | F 617.426.2557

West Coast Office
23101 Moulton Pkwy #106, Laguna Hills, CA 92653
T 949.716.8898 | F 949.716.9959

25 November 2009

Don H. Phemister, Senior Construction Manager
Country of Stanislaus
Capital Projects Office
825 12th Street
Modesto, CA 95354

RECEIVED

NOV 30 2009

STANISLAUS COUNTY
CAPITAL PROJECTS

Don
Gino
AR 2.1.2 (683)
CR 2.2

Project: Stanislaus County Animal Services Facility (Project #0816)
Re: Additional Services Proposal – Pre-Construction Services

Dear Don:

As a follow-up to your letter dated 20 November 2009, our Office has revised our Additional Services Scope of Work based on your selection of "a-la-carte" items. These services will be performed in accordance with Appendix B of the Owner/Architect Agreement on an hourly (not-to-exceed) basis. Any task performed not indicated on the list of services below, will be treated as a separate Additional Service with notification given to the County before proceeding. As requested, it should also be noted that this proposal does not include services related to Construction Administration (review of shop drawings, response to RFIs, etc).

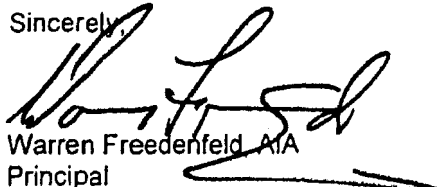
#	Task	Hours	Hrly Rate	Fee (not to exceed)
1.0	Attend Design/Build Kick-off Mtg. (phone)			
	- Principal	4.0	\$170.00	
	- Project Manager	4.0	\$120.00	
	Sub-total:	8.0		\$ 1,160.00
2.0	Review of Design/Build Cost Savings/Enhancements (Reactive)			
	- Principal	4.0	\$170.00	
	- Project Manager	8.0	\$120.00	
	Sub-total:	12.0		\$ 1,640.00
3.0	Recommendations for Cost Savings / Enhancements (Proactive)			
	- Principal	4.0	\$170.00	
	- Project Manager	8.0	\$120.00	
	Sub-total:	12.0		\$ 1,640.00
4.0	Review of Construction Documents (Submission #1)			
	- Principal	2.0	\$170.00	
	- Project Manger	8.0	\$120.00	
	— M/P Consultant (RPM Engineering)	0	\$120.00	
	— Electrical Consultant (RD&G Engineering)	0	\$120.00	
	— Structural Consultant (Cross Engineering)	0	\$120.00	
	Sub-total:	16.0		\$ 1,300.00
5.0	Review of Construction Documents (Submission #2)			
	- Principal	2.0	\$170.00	
	- Project Manger	8.0	\$120.00	
	— M/P Consultant (RPM Engineering)	0	\$120.00	
	— Electrical Consultant (RD&G Engineering)	0	\$120.00	
	— Structural Consultant (Cross Engineering)	0	\$120.00	
	Sub-total:	16.0		\$ 1,300.00



6.0	Review of Veterinary Equipment Proposals (RFPs)			
	— Principal	0	\$170.00	
	— Project Manager	0	\$120.00	
	Sub-total:	0		\$0.00
7.0	Review of Run/Cage Proposals (RFPs)			
	— Principal	0	\$170.00	
	— Project Manager	0	\$120.00	
	Sub-total:	0		\$0.00
8.0	Review of Exterior Materials / Finishes			
	— Principal	0	\$170.00	
	— Project Manager	0	\$120.00	
	Sub-total:	0		\$0.00
9.0	Review of Interior Materials / Finishes			
	— Principal	0	\$170.00	
	— Project Manager	0	\$120.00	
	Sub-total:	0		\$0.00
10.0	Miscellaneous Correspondence (phone calls & email)			
	- Principal	4.0	\$170.00	
	- Project Manager	8.0	\$120.00	
	Sub-total:	12.0		\$ 1,640.00
11.0	Site Visits (x 2)			
	- Principal Travel Time (12.0 hrs per trip)	24.0	\$170.00	no charge
	- Principal Meeting Time (8.0 hrs per trip)	16.0	\$170.00	
	Sub-total:	16.0		\$ 2,720.00
12.0	Reimbursable Expenses			
	- Travel Expenses (\$900 per trip) x 2	N/A	N/A	\$ 1800.00
	- Office Expenses (faxes, copies, prints, phone calls, FedEx, etc.)	N/A	N/A	\$ 500.00
	Sub-total:			\$ 2,300.00
	Grant total:	92.0		\$ 13,700.00

Please feel free to contact our Office with any questions or concerns with the above listed information. Prior to this and up until now, we have been proceeding on a good-faith basis. Finding this proposal satisfactory, please execute a Contract Amendment for these services.

Sincerely,


Warren Freedenfeld, AIA
Principal

cc. Gino Colachia, Construction Manager
Patricia Hill Thomas, Chief Operations Officer/Assistant Executive Officer
James E. Owens, AIA, LEED AP