

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent Routine

AGENDA DATE October 30, 2007

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

ont

SUBJECT:

Approval of Award of Services to Execute a Contract with Grossmann Design Group for the Conceptual Design Services for Expansion and Renovation of the County Animal Services Shelter Facility

STAFF RECOMMENDATIONS:

Approval to contract with Grossmann Design Group to complete the Conceptual Design Services for expansion and renovation of the County Animal Services Shelter Facility and authorize the Project Manager to sign on behalf of the County in an amount not to exceed \$60,000.

FISCAL IMPACT:

In the 2005-2006 Third Quarter Report the Board approved funding to be moved from Plant Acquisition into a new budget that was established in Capital Projects for the Animal Services Facility project. When the Stanislaus County Animal Services Needs Assessment and Master Plan was considered, the Board of Supervisors approved funds for the Development of an Implementation Plan. The \$60,000 proposal submitted by Grossmann Design Group, this phase of work can be completed within the approved budget.

BOARD ACTION AS FOLLOWS:

No. 2007-855

On motion of Supervisor Mayfield, Seconded by Supervisor DeMartini
and approved by the following vote,
Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien
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: THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT FOR DISCUSSION AND CONSIDERATION

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Award of Services to Execute a Contract with Grossmann Design Group for the Conceptual Design Services for Expansion and Renovation of the County Animal Services Shelter Facility

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DISCUSSION:

In early 2006 the Board of Supervisors agreed that a Needs Assessment for the Animal Shelter needed to be completed to determine a feasible and practical long term facility and operational plan to meet both short term and long term expansion needs.

On March 20, 2007 the Board of Supervisors was presented the Needs Assessment and Master Plan and gave approval to develop an Implementation Plan. The Board of Supervisors also directed staff to begin working with those cities that use the County's Animal Shelter to develop a partnership plan for the expansion and renovation project.

Staff from the Chief Executive Office, and Animal Services worked with a committee of the Animal Advisory Board to develop a Request for Qualifications for the next phase of planning and architectural work to scope out an implementation plan.

On August 15, 2007 a Request for Qualifications (RFQ) was issued to provide Architectural Planning and Conceptual Design Services for expansion and renovation of the County Animal Services Shelter Facility. One proposal was received, from Grossmann Design Group. The proposed work will develop a detailed design concept for re-use of the existing structures plus expansion of the shelter facilities at the current site at 2846 Finch Road in Modesto. Staff will return to the Board of Supervisors at the conclusion of this work with a conceptual plan and detailed cost estimate. This work is critical to reaching agreements for the county and its' partner cities to proceed. It is also critical to develop a sustainable solution to the shelter needs.

The project team, from the Chief Executive Office, Animal Services and the committee of the Animal Advisory Board carefully reviewed the proposal submitted by Grossman Design Group and conducted one in personal interview and a follow-up telephone interview. It is recommended that the Grossman Design Group be retained for this conceptual phase of work and a scope of work and contract has been developed.

The cost for the Contract with Grossmann Design Group can be funded from funds previously authorized for this effort. It is expected this work will be complete in early 2008.

POLICY ISSUES:

The Board should determine whether approval of this recommendation is consistent with the Board's priorities of a safe community, effective partnerships and efficient delivery of public services.

Approval of Award of Services to Execute a Contract with Grossmann Design Group for the Conceptual Design Services for Expansion and Renovation of the County Animal Services Shelter Facility
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STAFFING IMPACT:

Existing staff from Animal Services and from the Chief Executive Office will participate in the project development, contract administration and accounting. No additional staffing will be required for this phase of the work.

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

BOARD OF SUPERVISORS

TRANSMITTAL

2007 NOV -6 P 1:09

**TO: Kerry Bogue
Grossmann Design Group**

SUBJECT: ANIMAL NEEDS ASSESSMENT

DATE: 11/05/07

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

— Shop Drawings	— Change Order	— Specifications
— Copy of Letter	— Plans	— Computer Printout
— Prints	— Samples	— Updates

COPIES	DATE	DESCRIPTION
1		Fully executed contract for professional services relating the design of the Animal Services facility.

REMARKS:

Note to Board: This agreement was approved by the Board of October 30, 2007 Item B-3.

COPIES: Tim Fedorchak
Patricia Hill Thomas
Lisa Sandoval, Auditor
Liz King, BOS
File AR 2.1.1 (001)
File CR 11.2

SIGNED:


Norma Baker



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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and Grossman Design Group ("Consultant"), on October 30, 2007 (the "Agreement").

Introduction

WHEREAS, the County has a need for professional services relating the design of the Animal Services facility; 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.

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, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend,

indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and local 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.

2. Compensation

2.1 The Consultant shall be compensated in an amount NOT TO EXCEED Sixty Thousand Dollars (\$60,000), payable as set forth on **Exhibit "B."** Costs which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the hourly rate charged by Consultant and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 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.

2.3 The Consultant shall provide the County with a monthly 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.

2.4 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. Schedule Work provided by the Consultant under this Agreement shall be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit "C" (Schedule)**. Time is of the essence.

4. Term

4.1 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.

4.2 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.

4.3 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.

4.4 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.

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 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 contract, 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 retentions 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 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 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 officers, officials, agents, and employees. Any insurance or self—insurance maintained by the County or County's 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 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 suspended, voided, 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 B+:VII; except as otherwise expressly approved by the County.

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.

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, 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, 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, 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 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

8.4 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. No agent, officer or employee of the County is to be considered an employee of Consultant. 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 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. Confidentiality

Except as otherwise required by applicable law, the Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

12. 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 or sex. 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.

13. 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.

14. 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.

15. 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)
Attn: Tim Fedorchak
fedorct@county.stanislaus.ca.us

To Consultant:

Grossman Design Group
326 Ritch Street, San Francisco, CA 94107
tel:415.543.8618
fax: 415.543.2798
architect@gdgarchitects.com

16. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

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>Patricia Di Inoma</u> "County"	GROSSMAN DESIGN GROUP By: <u>[Signature]</u> "Consultant"
APPROVED AS TO FORM: By: <u>Michael H. Krausnick</u> Michael H. Krausnick County Counsel	

EXHIBIT A
SCOPE OF WORK

WORK PLAN [Exhibit A]

SCOPE OF WORK

1.01 FIELD SURVEYS

- A. Review existing condition surveys, reports, and data as available. It is assumed that AutoCAD drawings of the existing site and facilities will be made available to the Architect.

1.02 PROGRAMMING

- A. Validate the space program for the facility.
- B. Prioritize program needs and corresponding facility needs.
- C. Review and analyze previously developed options for expansion and renovations of existing animal services facilities to meet current and future needs.

1.03 DEVELOPMENT ALTERNATIVES

- A. Develop an evaluation of the selected site or sites, and develop alternate conceptual site plans.
- B. Develop alternate conceptual designs for re-use of the existing facilities coupled with expansion of the animal services facility to meet the program needs identified in the Needs Assessment study. Develop additional options for expansion and renovations

- A. Develop a concept design for the selected preferred development plan. The work will include development of concept sketches illustrating expansion and renovations of existing animal services facilities including a site plan, building floor plans, and illustrative sketches.

1.05 PROBABLE COSTS

- A. Prepare a Statement of Probable Construction Cost for the selected option for expansion and renovations of existing animal services facilities. [To be prepared by construction cost consultant.]

1.06 FINAL REPORT AND PRESENTATION

- A. Provide draft documentation [plan graphics, project budget, project schedule, recommendations] to the Project Team for review, comment and revision as needed.
- B. Prepare final documentation of the implementation plan in one unbound, reproducible copy and eight [8] bound final copies to the Project Manager.
- C. Provide one presentation of the recommended plan to the County Animal Services Advisory Board, and one presentation to the County Board of Supervisors.

1.07 EXCLUSIONS

- A. Architectural services: Architectural design services or services during construction as would be customarily defined in an AIA document that describes the scope of architectural services are specifically excluded from the scope of the work.

**EXHIBIT B
COMPENSATION**

ESTIMATED COSTS [Exhibit B]

The table describes the lump sum fee costs

Scope of Work Item	LUMP SUM FEE
FIELD SURVEYS	\$2,500
PROGRAMMING	\$2,500
DEVELOPMENT ALTERNATIVES	\$15,000
CONCEPTUAL DESIGN	\$30,000
PROBABLE COSTS	\$5,000
FINAL REPORT AND PRESENTATION	\$5,000
LUMP SUM FEE	\$60,000

Please note the following:

1. The lump sum fee does not include any engineering services including but not limited to structural, mechanical, electrical, civil, and geotechnical engineering.
2. The lump sum fee assumes that copies of drawings describing the existing facility and site will be provided to the consultant in AutoCAD format. It is further assumed that drawings regarding utilities in public thoroughfares will be made available to the consultant in AutoCAD format.
3. The lump sum fee assumes approximately eight [8] meetings with representatives of Stanislaus County
4. The lump sum fee is limited to the development of concepts as described in the SCOPE OF WORK section. The costs of providing design services or services during construction as would be customarily defined in an AIA document that describes the scope of architectural services are specifically excluded from the lump sum fee.
5. The lump sum fee does not include any costs related to preparing special environmental documentation including compliance with CEQA.
6. For additional services the following hourly rates apply to all staff who would work on this project.

POSITION	HOURLY RATE
Principal Architect/Engineer	\$175.00
Associate Architect/Engineer	\$135.00
Senior Architect/Engineer	\$115.00
Intermediate Architect/Engineer	\$105.00

GROSSMANN DESIGN GROUP
Architecture Research Planning

Junior Architect Engineer	\$85.00
Support Administrative Staff	\$75.00

**EXHIBIT C
SCHEDULE**

Key Tasks in Project Scope of Services:

Notice to Proceed	October 31, 2007
1.03 D. Selection of two options for further detailed study	December 21, 2007
1.03 G. Selection of a preferred development option	January 18, 2008
1.06 A. Delivery of draft documentation	February 15, 2008
1.06 B. Delivery of final documentation / Project Completion	February 29, 2008

These dates assume the availability of County staff for data collection, project reviews, presentations and to review documents and make comments. The project schedule may be adjusted to account for additional County staff review time.