

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **AUGUST 20, 2013**

From: **MARY DIETRICH / ROB UNHOLZ**

Subject: **CONSTRUCTION MANAGEMENT SERVICES SOUTH PLACER ADULT
CORRECTIONAL FACILITY, PROJECT NO. 4764**

ACTION REQUESTED / RECOMMENDATION:

1. Approve and authorize the Chairman to execute the attached Second Amendment to the Agreement with Vanir Construction Management, Inc. for construction management services at the South Placer Adult Correctional Facility, Project No. 4764, located in Roseville; in an amount not-to-exceed \$334,513 in previously budgeted net county cost, with work to be completed by June 30, 2014.

BACKGROUND: On July 21, 2009, your Board approved an Agreement with Vanir Construction Management (Vanir) to provide construction management (CM) services for the South Placer Adult Correctional Facility (SPACF). Vanir has demonstrated their qualifications and value as a consultant throughout the Design-Build (D-B) delivery process for the project, which commenced on June 23, 2009 with the award of the D-B contract to McCarthy Building Companies, Inc. Throughout the course of the D-B process, Vanir has provided invaluable support and a broad spectrum of specialized consultant services to address requirements of this very complex project. On June 19, 2012, your Board approved a First Amendment to the Vanir's contract to add additional services associated with commissioning the facility, closeout coordination, building information modeling and database development.

To ensure that the SPACF is prepared for occupancy in the spring of 2014, it is necessary to amend the Agreement with Vanir to assist in the completion of closeout construction management tasks due the extended construction schedule, to complete the final commissioning and certification tasks to achieve LEED Silver compliance and assist with the Steam Boiler Replacement. This Amendment will also provide for Vanir's assistance with the installation of a maintenance chase catwalk system that staff will be presenting to your Board at a future date. In order to proceed, staff recommends that your Board approve and authorize the Chairman to execute the attached Second Amendment to the Agreement with Vanir in an amount not-to-exceed \$334,513, for a total contract amount of not-to-exceed \$3,775,627.

ENVIRONMENTAL IMPACT: A Mitigated Negative Declaration for the project was recorded and posted on February 27, 2004 by the County Clerk of Placer County. On December 11, 2003, the City of Roseville Planning Commission approved Major Project Permits (MPP 03-02 and MPP 03-03) and a Conditional Use Permit (CUP 03-05) for the South Placer Justice Center (Bill Santucci Justice Center) project.

FISCAL IMPACT: The SPACF total project cost is \$105.5 million. Funding for Vanir's Construction Management services was included in the project budget and there is sufficient funding appropriated in the Capital Projects Fund, Account No. 4674, for the additional services associated with this Amendment.

MD:RU:JM:SH

ATTACHMENT: CONSTRUCTION MANAGEMENT SERVICES, SECOND AMENDMENT

CC: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES
SHERIFF/CORONER/MARSHALL

T:\FAC\BSMEMO2013\4764CMAMENDNO2.DOC

CONTRACT NO. 12781

ADMINISTRATING AGENCY: County of Placer/Department of Facility Services

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
South Placer Adult Correctional Facility
Design/Construction Management Services**

THIS SECOND AMENDMENT MADE AND ENTERED into this ____ day of _____, 2013 by and between the **County of Placer**, hereinafter referred to as "COUNTY", a political subdivision of the State of California, and **Vanir Construction Management, Inc.**, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, on the 21st day of July 2009, the COUNTY and CONSULTANT entered into a contract for the purpose of providing Design/Construction Management Services for the South Placer Adult Correctional Facility; and

WHEREAS, on the 19 th day of June 2012, the COUNTY and CONSULTANT amended the contract with the First Amendment for the purpose of providing additional Design/Construction Management Services for the South Placer Adult Correctional Facility; and

WHEREAS, since entering into the Agreement, COUNTY determined additional services were necessary and CONSULTANT agreed to provide the expanded Scope of Services; and

WHEREAS, COUNTY agrees that CONSULTANT is entitled to additional compensation for the additional services to be provided to COUNTY by CONSULTANT as a result of the expanded scope of Design/Construction Management Services for the South Placer Adult Correctional Facility.

NOW, THEREFORE, it is hereby agreed by the parties, as follows:

1. **Paragraph 1. Services:** The first sentence shall be deleted and replaced in its entirety with: "Subject to the terms and conditions set forth in the Agreement, Consultant shall provide the services described in Exhibit A, Exhibit A1 - Amended Scope of Services – First Amendment and Exhibit A1 - Amended Scope of Services – Second Amendment in the manner therein specified."
2. **Paragraph 2. Payment:** The last sentence shall be deleted and replaced in its entirety: "The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Three Million Five Hundred Ninety-Seven Thousand One Hundred Twenty-Six and no/100 Dollars (\$3,775,627.00)**, including the First Amendment of One Hundred Eighty-Six Thousand and No/100 Dollars (\$186,000.00), and this Second Amendment of Three Hundred Thirty-Four Thousand Five Hundred Thirteen and No/100 Dollars (\$334,513.00), without the prior written approval of County."

3. **EXHIBIT A "SCOPE OF SERVICES"**: Exhibit A shall be amended to include Exhibit A1 - AMENDED SCOPE OF SERVICES - FIRST AMENDMENT and Exhibit A1 – AMENDED SCOPE OF SERVICES – SECOND AMENDMENT
4. **Exhibit B "PAYMENT FOR SERVICES RENDERED"**: Exhibit B shall be deleted and replaced in its entirety with attached Exhibit B - Amended Payment for Services Rendered – Second Amendment.
5. **Exhibit B1 "HOURLY RATE SCHEDULE"**: Exhibit B1 shall be deleted and replaced in its entirety with attached Exhibit B1: Hourly Rate Schedule – Second Amendment.
6. All other terms and conditions in the agreement shall remain unchanged and in full force and effect.

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

COUNTY OF PLACER:

BY: _____
CHAIR, BOARD OF SUPERVISORS

DATE: _____

CONSULTANT: VANIR CONSTRUCTION MANAGEMENT, INC.

BY: _____
MANSOUR ALIABADI, PRESIDENT

DATE: _____

BY: _____
ALEX LEON, CHIEF FINANCIAL OFFICER

DATE: _____

ADDRESS: 4540 DUCKHORN DRIVE, SUITE 300
SACRAMENTO, CA 95834
PHONE: (916) 575-8888

APPROVED AS TO FORM
COUNTY COUNSEL:

APPROVED AS TO FUNDS
AUDITOR:

BY: _____
COUNTY COUNSEL

BY: _____
AUDITOR

DATE: _____

DATE: _____

EXHIBIT A1
AMENDED SCOPE OF SERVICES - SECOND AMENDMENT

Delete: Exhibit A1 – Second Amendment: Scope of Services – “Consultant agrees to complete all work described above not later than June 30, 2012.”, and Replace with: Consultant agrees to complete all work described in Exhibit A: Scope of Services and Exhibit A1: Amended Scope of Services – First Amendment and Exhibit A1: Amended Scope of Services – Second Amendment, not later than June 30, 2014.

**EXHIBIT B
PAYMENT FOR SERVICES RENDERED – SECOND AMENDMENT**

Consultant shall be paid by County monthly as work progresses, not to exceed the amounts below for the identified tasks. Reimbursement for sub-consultant costs shall be cost plus 5%. Reimbursement for reimbursable expenses shall be the actual costs. Qualifying reimbursable expenses include: travel from the Vanir Construction Management, Inc. (VCM) corporate office to the site by non-site based personnel, computers for VCM on-site employees (unless provided otherwise), software for VCM on-site employees (unless provided otherwise), digital cameras, printing costs and supplies, courier expenses, office supplies, additional items required beyond the stipulated Division 1 allowances.

Consultant shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task

The total amount payable for each task shall not exceed the amount set forth below; provided, however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. This contract allows for Additional Services as necessary on the prior written approval from the Placer County Director of Facility Services. However, the total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Three Million, Five Hundred Ninety-Seven Thousand, One Hundred Twenty-Six and no/100 Dollars (\$3,775,627.00)**.

Phase 2 Design/Construction Management (July 21, 2009)

1.0 Design Development and Construction Documents	\$179,280
2.0 Construction Phase-Construction Management Services	\$1,581,590
3.0 Construction Phase-Additional Services	\$1,382,566
4.0 Reimbursables (Allowance)	\$93,703
5.0 <u>Software Licenses (Allowance)</u>	<u>\$17,975</u>
Total:	\$3,255,114

**Phase 2 Design/Construction Management (Revised February 1, 2012
per Director of Facility Services)**

1.0 Design Development and Construction Documents	\$179,280
2.0 Construction Phase-Construction Management Services	\$1,695,269
3.0 Construction Phase-Additional Services	\$1,286,863
4.0 Reimbursables (Allowance)	\$93,702
5.0 <u>Software Licenses (Allowance)</u>	<u>\$0</u>
Total:	\$3,255,114

Phase 2 Design/Construction Management (First Amendment)

1.0	Design Development and Construction Documents	\$179,280
2.0	Construction Phase-Construction Management Services	\$1,695,269
3.0	Construction/Warranty Phase-Additional Services	\$1,472,863
4.0	Reimbursables (Allowance)	\$93,702
5.0	Software Licenses (Allowance)	\$0
		Total: \$3,441,114

Phase 2 Design/Construction Management (Second Amendment)

1.0	Design Development and Construction Documents	\$170,627
2.0	Construction Phase-Construction Management Services	\$2,000,000
3.0	Construction/Warranty Phase-Additional Services	\$1,600,000
4.0	Reimbursables (Allowance)	\$5,000
5.0	Software Licenses (Allowance)	\$0
		Total: \$3,775,627

**EXHIBIT B1
HOURLY RATE SCHEDULE – SECOND AMENDMENT**

Payment for services rendered shall be based upon the fee schedule delineated below. The hourly rates listed below shall not be exceeded for the duration of this Agreement.

Principal In Charge (Mansour Aliabadi)	\$200.00
Project Manager (Dennis Dickerson)	\$175.03
Senior Construction Manager	\$153.82
Assistant Construction Manager	\$111.38
Senior Estimator	\$127.30
Senior Scheduler	\$127.30
Coordinating Commissioning Agent	\$164.42
Senior Architect	\$127.30
Senior Civil Engineer	\$127.30
Senior Structural Engineer	\$127.30
Senior Mechanical Engineer	\$127.30
Senior Electrical Engineer	\$127.30
Food Service & Laundry Specialist	\$175.03
Inspection Coordinator	\$153.82
Specialty Inspector(s)	\$153.82
Senior Administrative Assistant	\$63.65
MIS Training	\$153.00

