

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

To: **BOARD OF SUPERVISORS**

Date: **JUNE 19, 2012**

From: **JD JAMES DURFEE / JOEL SWIFT**

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

ACTION REQUESTED / RECOMMENDATION: It is recommended that your Board approve the attached First Amendment to the Agreement with Vanir Construction Management, Inc. (Vanir) to provide Design/Construction Management (CM) services for Warranty Phase of the South Placer Adult Correctional Facility (SPACF), Project No. 4764, located in Roseville, and authorize the Chairman to execute said First Amendment in an amount not-to-exceed \$186,000, for a total cost of \$3,441,114.

BACKGROUND: On July 21, 2009, your Board approved an Agreement with Vanir to provide CM services for the 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. The SPACF has been the focus of considerable effort by Capital Improvements, the Sheriff's Office, Building Maintenance, Vanir and various other consultants, since that award. Throughout the course of the D-B process, Vanir has provided invaluable support and a broad spectrum of specialized consultants to address requirements of this very complex project. By appropriately addressing the staff needs of the project and efficiently managing the application of required special inspections and other special consultant resources, Vanir was able to accommodate the expanded scope of the courtroom addition, the added responsibility of the Commissioning Agent, and additional closeout services all within the scope of their original contract simply by reallocating costs within their assigned tasks. Currently, Vanir is continuing their efforts, assisting with enhanced commissioning and closeout activities. Other Vanir team members are also coordinating various elements of the Building Information Model (BIM), which will assist ongoing maintenance efforts and in coordination of future additions to the facility. Additional Vanir personnel are preserving the database of the project reference records in order to create a searchable record of the project. This amendment augments the Additional Services task to insure completion of the enhanced commissioning, closeout coordination, BIM coordination and project record entry.

The project is about to enter the Warranty Phase, which may require Vanir's support, based on the knowledge that they have developed over the course of the project. This Amendment will permit the County to engage Vanir's staff, on an as needed basis, to perform research and analysis of the project records including cost, scheduling and other records in support of County requirements through the warranty period.

In order to proceed, staff is requesting that your Board approve and authorize the Chairman to execute the attached First Amendment to the Agreement with Vanir Construction Management, Inc. for the Warranty Phase of services, in an amount not to exceed \$186,000, which brings the total contract amount to \$3,441,114.

ENVIRONMENTAL IMPACT: In accordance with Section 21083 of the Public Resources Code and Section 15075 of the California Environmental Quality Act Guidelines, a Notice of Determination for 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. The environmental documents include the impacts associated with construction of this project.

FISCAL IMPACT: Consistent with the contract awarded to McCarthy Building Companies Inc. on June 23, 2009, the total construction cost of Phase I of the South Placer Adult Correctional Facility is expected to be \$92 million of an estimated total project cost of \$104.9 million. The cost of these services was anticipated in the project budget and there is sufficient funding appropriated in the Capital Project Fund project account for the Vanir contract.

ATTACHMENT: DESIGN/CONSTRUCTION MANAGEMENT SERVICES: FIRST AMENDMENT

JD:MD:JS:RU:DS:SR

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

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CONTRACT NO. 12781

ADMINISTRATING AGENCY: County of Placer/Department of Facility Services

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

THIS FIRST AMENDMENT MADE AND ENTERED into this ____ day of _____, 2012 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, 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 - Amended Scope of Services – First 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 Four Hundred Forty-One Thousand One Hundred Fourteen and no/100 Dollars (\$3,441,114.00)**, including the First Amendment of One Hundred Eighty-Six Thousand and No/100 Dollars (\$186,000.00), 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"

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 – First Amendment.
5. **Exhibit B1 "HOURLY RATE SCHEDULE"**: Exhibit B1 shall be deleted and replaced in its entirety with attached Exhibit B1: Hourly Rate Schedule – First 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: _____ DATE: _____
 CHAIR, BOARD OF SUPERVISORS

CONSULTANT: VANIR CONSTRUCTION MANAGEMENT, INC.

BY: _____ DATE: _____
 MANSOUR ALIABADI, PRESIDENT

BY: _____ DATE: _____
 ALEX LEON, CHIEF FINANCIAL OFFICER

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 - FIRST AMENDMENT**

Delete: Exhibit A: Scope of Services – 3.0 Construction Phase – Additional Services,
and Replace with: 3.0 Construction/Warranty Phase – Additional Services

Delete: Exhibit A: 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, not later than June 30, 2013.

**EXHIBIT B
PAYMENT FOR SERVICES RENDERED – FIRST 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 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, Four Hundred Forty-One Thousand, One Hundred Fourteen and no/100 Dollars (\$3,441,114.00)**.

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 (Revised June 19, 2012

Amendment #1)

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	<u>Software Licenses (Allowance)</u>	<u>\$0</u>
Total:		\$3,441,114

**EXHIBIT B1
HOURLY RATE SCHEDULE – FIRST 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