



March 19, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SANTA RITA JAIL AMERICANS WITH DISABILITIES ACT PHASE 1 INTERIOR ACCESSIBILITY UPGRADES PROJECT; 5325 BRODER BOULEVARD, DUBLIN, CALIFORNIA; PROJECT NO. CPP17C140300000; PROCUREMENT CONTRACT NO. 16243; AMOUNT: \$1,466,091

Dear Board Members:

RECOMMENDATIONS:

- A. Approve Amendment No. 2 to the Professional Services Agreement (Procurement Contract No. 16243) with Vanir Construction Management, Inc. (Principal: Steven Whitehead; Location: Oakland) for Construction Management Services for the Santa Rita Jail Americans with Disabilities Act Phase I Interior Accessibility Upgrades Project, extending the contract term of 3/27/2018 - 4/1/2020 to 5/31/2022, increasing the contract amount from \$1,778,577 to a not-to-exceed amount of \$3,244,668 (\$1,466,091 increase); and
- B. Authorize the Director of the General Services Agency to prepare and execute the proper contract documents, subject to review and approval as to form by County Counsel and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

As part of the Santa Rita Jail (SRJ) Americans with Disabilities Act (ADA) Access and Disability Upgrades Project, the County of Alameda will make various accessibility improvements to SRJ as stipulated in the Settlement Agreement ("Agreement") in *Legal Services for Prisoner, et.al. v. Ahern, et al.*, Superior Court of California, County of Alameda, Case No. RG12656266 entered into the Court record on April 6, 2016.

The Agreement stipulates that these improvements with specific deliverable dates are met on strict timelines. Improvements will be made to 76 dorm beds in minimum security housing units, 53 cells in medium/maximum security housing units, outpatient housing, dining and visiting areas, exercise yards, the visitor parking lot, the exterior ramp, the interior lobby, and the chapel. Phase 0 of the work described under the Agreement, which includes the parking lot, exterior ramp, and interior lobby, is substantially complete.

Construction management services provided under this agreement is for Phase 1 work. Services provided by the construction management team consists of managing daily construction contractor activities,

schedule analysis, change order and submittal review, cost management services, support services for construction material testing, hazardous material testing and remediation, inspector of record and building inspections, and project close-out. The new proposed Project completion date has been extended to May 2022 due to the challenges encountered with working in an existing operational detention facility, unforeseen conditions that lead to the redesign and revised scope of work, and the closure of the Glenn E. Dyer facility that impacts SRJ's operational logistics triggering the Sheriff's department to limit housing units for ADA retrofit to one unit at a time. These factors will also require time extensions and contract increases for the general contractor, architectural and engineering services, as well as ADA monitoring services.

SELECTION CRITERIA/PROCESS:

This procurement is qualifications-based in accordance with Government Code 4526 and related Public Contract Code statutes. On October 23, 2017, the General Services Agency (GSA) widely advertised a Request for Statement of Qualifications to provide construction management services for the project. On November 7-8, 2017, GSA held a mandatory prequalification conference and a non-mandatory networking conference. Qualifications responses were due on December 5, 2017, and three firms submitted. The three firms were short-listed per the advertised evaluation criteria and invited to interview. On December 15, 2017, interviews were held with the three short-listed firms.

Evaluation criteria included relevant experience, sub-consultant team members, past performance on similar projects, capacity to perform the work, scheduling, and approach to the required services. Vanir Construction Management, Inc., a local business, met the qualification requirements in all categories and the fee proposal was deemed appropriate. Therefore, GSA recommends the award of the contract to Vanir Construction Management, Inc. Vanir, a local firm, has committed to subcontracting with Alameda County-certified Small, Local, and Emerging Businesses (SLEB) for 43.9% of their total fee. The SLEB participants submitted by Vanir includes these six consultants:

SLEB Sub-Consultants	Certified	Certification Number	Expiration Date
<i>Sixth Dimension, LLC Location: Oakland Principal: Mani Subramanian</i>	<i>Small</i>	<i>15-00015</i>	<i>2/28/22</i>
<i>Cornerstone Facilities Consulting Location: San Leandro Principal: Wayne Perry</i>	<i>Small</i>	<i>07-91121</i>	<i>2/28/21</i>
<i>Mack 5 Location: Emeryville Principal: Manil Bajracharya</i>	<i>Small</i>	<i>03-90250</i>	<i>5/31/20</i>
<i>Sensible Environmental Solutions Location: Oakland Principal: Robert Sutton</i>	<i>Small</i>	<i>10-00059</i>	<i>2/28/21</i>
<i>Consolidated Engineering Laboratories Location: Oakland Principal: Gary Cappa</i>	<i>Local</i>	<i>Non-Certified Local</i>	<i>N/A</i>
<i>King Construction Inspections (KCI) Location: Berkeley Principal: Edward King</i>	<i>Local</i>	<i>Non-Certified Local</i>	<i>N/A</i>

FINANCING:

Appropriations for the increased contract are included in the GSA Capital Project Fund Fiscal Year 2019-20 Approved Budget for the SRJ ADA Access and Disabilities Upgrades Project. There will be no increase in net County cost.

VISION 2026 GOAL:

The Project meets the 10X goal pathways of **Healthcare for All** and **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:

Willie A. Hopkins Jr.

3678B4A8A69D4BB
Willie A. Hopkins, Jr.

Director, General Services Agency

Attachment

cc: County Administrator
Auditor-Controller
County Counsel
Sheriff-Coroner

CONTRACT SUMMARY
 SRJ ADA PHASE I INTERIOR ACCESSIBILITY UPGRADES PROJECT
 CONSTRUCTION MANAGEMENT SERVICES
 PROJECT NO. CPPI7C140300000

Consultant	Location	Dollar Value of Contract Award	Local Participation		SLEB Participation	
			Percentage	Dollar Amount	Percentage	Dollar Amount
Vanir Construction Management, Inc.	505 14th St., Suite 963 Oakland, CA 94612	\$3,244,668	100%	\$3,244,668	43.9%	\$1,354,940

SLEB Subcontracting Information						
Consultant	Location	Dollar Value of Contract Award	Percentage	Dollar Amount	Percentage	Dollar Amount
Sixth Dimension, LLC Mani Subramanian Certified Small Certification No. 15-00015 Expiring 2/28/2022	1941 Jackson Street, #9 Oakland, CA 94612		23.6%			\$726,560
Cornerstone Facilities Consulting Wayne Perry Certified Small Certification No. 07-91121 Expiring 2/28/2021	3055 Alvarado Street San Leandro, CA 94577		7.1%			\$218,750
Mack5 Manil Bajracharya Certified Small Certification No. 03-90250 Expiring 05/31/2020	1900 Powell Street, Suite 470 Emeryville, CA 94608		0.7%			\$22,365
Sensible Environmental Solutions Robert Sutton Certified Small Certification No. 10-00059 Expiring 2/28/2021	155 Filbert Street Suite 101 Oakland, CA 94607		2.1%			\$66,150
Consolidated Engineering Laboratories Gary Cappa Non-Certified Local	534 23 rd Avenue Oakland, CA 94606		2.2%			\$66,660
King Construction Inspections Edward King Non-Certified Local	1626 Beverly Place Berkeley, CA 94707		8.3%			\$254,455

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Vanir Construction Management, (“Consultant”) with respect to that certain agreement entered by them on the 27th day of March, 2018, (referred to herein as the “Contract”) pursuant to which Consultant provides Professional Services to County.

County and Consultant agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Consultant agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on April 1, 2020. As of the Effective Date, the term of the Agreement is extended through May 31, 2022.
4. In consideration for Consultant’s additional services, the County shall pay Consultant in an additional amount not to exceed One Million, Four Hundred, Sixty Six Thousand, Ninety One dollars (\$1,466,091). As a result of these additional services the not to exceed amount has increased from One Million, Seven Hundred, Seventy Eight Thousand, Five Hundred, Seventy Seven dollars (\$1,778,577) to Three Million, Two Hundred, Forty Four Thousand, Six Hundred, Sixty Eight dollars (\$3,244,668) over the term of the Agreement and any amendments.
5. Appendix A – Exhibit 2.2 of the Professional Services Agreement has been amended as follows:
 - The not to exceed amount has increased from One Million, Seven Hundred, Seventy-Eight Thousand, Five Hundred, Seventy-Seven dollars (\$1,778,577) to Three Million,

Two Hundred, Forty-Four Thousand, Six Hundred, Sixty-Eight dollars (\$3,244,668) over the term of the Agreement and any amendments.

- Reduce staffing plan and hours.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

a. By signing this Second Amendment and Exhibit D Debarment and Suspension Certification, Exhibit E Contract Compliance Reporting Requirements, Exhibit O The Iran Contracting ACT of 2010, Consultant/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION: Consultant shall subcontract with Sixth Dimension (1941 Jackson Street, #9, Oakland, CA 94612; Principal, Mani Subramanian), Cornerstone Facilities Consulting (3055 Alvarado Street, San Leandro, CA 94577; Principal, Wayne Perry), Mack5 (1900 Powell Street, Suite 470, Emeryville, CA 94608; Principal, Manil Bajracharya), Sensible Environmental Solutions (155 Filbert Street, Suite 101, Oakland, CA 94607; Principal, Robert Sutton), Consolidated Engineering Laboratories (534 23rd Avenue, Oakland, CA 94606; Principal, Gary Cappa), King Construction Inspections (1626 Beverly Place, Berkeley, CA 94707; Principal,

Edward King), for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Consultant shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay Consultant for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

Consultant shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Consultant and Consultant's small and/or emerging local businesses participating as subConsultants on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Consultants to the certified small and/or emerging local businesses. It is the Consultant's responsibility to ensure that they and their subConsultants are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the Office of Acquisition Policy (OAP) at 1401 Lakeside Drive, 10th Floor, Oakland, CA, (510) 208-9617 if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

8. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year Second above written.

COUNTY OF ALAMEDA

CONSULTANT/COMPANY NAME

By: _____
Signature

By: _____
Signature
DocuSigned by:
Steve Whitehead
705F5DE86927403...

Name: _____
(Printed)

Name: Steve Whitehead

(Printed)

Title: Director, General Services Agency

Title: President

Date: 3/27/2020

Approved as to Form:

By: _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Consultant, under penalty of perjury, certifies that, except as noted below, Consultant, its principals, and any named or unnamed subconsultant:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Professional Services Agreement. Signing this Professional Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT: Vanir Construction Management

PRINCIPAL: Steve Whitehead TITLE: President

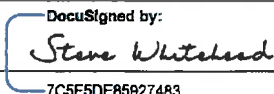
SIGNATURE:  DATE: 3/27/2020
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EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to Consultants and subConsultants participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime Consultant shall immediately enter/assign subConsultants in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subConsultants, and ensure that subConsultants confirm they received payments within five business days in the System. SubConsultants shall confirm their payments received from the prime Consultant within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to Consultants and participating sub-Consultants awarded a contract as a result of this bid process for this project. Consultants having contracts with the County should schedule a representative from their office/company, along with each of their subConsultants, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Consultant's responsibility to ensure that they and their subConsultants are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT O

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

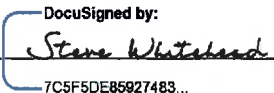
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Vanir Construction Management

PRINCIPAL: Steve Whitehead TITLE: President

SIGNATURE:  DATE: 3/27/2020
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CONSULTANT/COMPANY NAME

By: DocuSigned by:
Willie A. Hopkins Jr.
3978B4A6A69D4BB...
Signature

By: DocuSigned by:
Steve Whitehead
7C5F5DE85927483...
Signature

Name: willie A. Hopkins Jr.
(Printed)

Name: Steve whitehead
(Printed)

Title: Director, General Services Agency

Title: President

Date: 3/27/2020

Approved as to Form:

By: DocuSigned by:
Audrey Braman
84BD9DA362D048E...
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXHIBIT D

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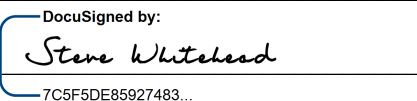
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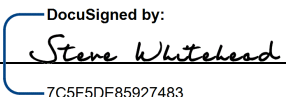
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

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NAME: Vanir Construction Management

PRINCIPAL: Steve Whitehead TITLE: President

SIGNATURE:  DATE: 3/27/2020
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