



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Sheriff's Office



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**Date:** April 23, 2012  
**Board Meeting Date:** May 8, 2012  
**Special Notice / Hearing:** None  
**Vote Required:** 4/5ths

**To:** Honorable Board of Supervisors  
**From:** Sheriff Greg Munks  
**Subject:** Construction Management Services and Project Delivery Method for the Replacement Jail Project

**RECOMMENDATION:**

- A.** Adopt a Resolution authorizing the County Manager or his/her designee to execute:
1. An Agreement for Construction Management Services with Sundt Layton, A Joint Venture, for managing the construction of the San Mateo County Replacement Jail on Chemical Way in Redwood City, in the amount of \$7,387,929; and
  2. Contract amendments which increase the County's maximum fiscal obligation by no more than \$100,000 in aggregate, and/or modify the contract term and/or services so long as the modified term or services do not cause the total cost of the construction of the Replacement Jail to exceed the current or revised fiscal provisions.
- B.** Approve a project allowance account established in the FY 2012-13 budget of \$3 million in Capital Projects to be used as needed for items that are to be paid by the County over the course of the Project.
- C.** Approve an Appropriation Transfer Request in the amount of \$960,100 from Non-Departmental ERAF Reserves to Capital Projects for construction management services for FY 2011-12. Costs for FY 2012-13 are estimated to be \$40 million, not including the \$1.1 million of remaining unspent funds from site acquisition.
- D.** Approve the use of the design-build delivery method, as permitted by Public Contracts Code § 20133, with certain trade contractors performing work on the Replacement Jail Project.

**BACKGROUND:**

In December, 2010, by Resolution No. 071202, the Board of Supervisors acquired 4.85 acres of land in Redwood City, just east of Highway 101 on Maple Street at Blomquist Street, for the express purpose of constructing a Replacement Jail (the "Project"). Additionally, the Board approved a mitigated negative declaration for the Project on the Chemical Way location. On October 4, 2011, by Resolution No. 071672, the Board approved the scope and size of the Project, clearing way for the Project to enter the design phase. The next steps in the Project were the selection of a Construction Manager to oversee the construction of the Project, and an architect to oversee the design of the Project.

**Selection of the Construction Manager**

On December 21, 2011, the San Mateo County Sheriff's Office issued a Request for Statements of Qualifications (RFSOQ) seeking qualified construction management firms throughout the United States. RFSOQ advertising and outreach included ads placed in local newspapers, posting on the Sheriff's Office Jail Planning website, and postings on the Jail Planning Facebook and Twitter pages. Nine firms responded to the RFSOQ. Representatives from the Sheriff's Office Jail Planning Unit (the JPU), along with a Deputy County Counsel, and a representative of the County Manager's Office, carefully reviewed all RFSOQ submittals. The group then recommended that the top three ranked firms be moved into the Request for Proposal (RFP) stage of the process. The recommended firms were: Sundt Layton, A Joint Venture ("Sundt Layton"), Hensel Phelps Construction Company and McCarthy Building Companies, Inc.

On February 6, 2012, the Sheriff's Office issued an RFP to the top three firms and received responses from those firms on February 22, 2012. On February 28, 2012, a selection panel consisting of members of the JPU, together with a Deputy County Counsel and a representative of the County Manager's Office conducted interviews with the top three firms.

After receiving input from the selection panel, the Sheriff recommends that the County Manager execute an agreement with Sundt Layton to serve as construction manager for the Project. Pending approval of the proposed Agreement with Sundt Layton to provide construction management services, Sundt Layton has been working with the JPU at no charge to develop a Project schedule and to select a trade contractor to provide abatement, demolition and remediation services as described below.

**Anticipated Selection of the Trade Contractor to Provide Abatement and Remediation Services**

In February, 2012, by Resolution No. 071829, the Board approved phase one of the Project when it approved a contract with WEST Environmental Services to oversee and coordinate the Site Management Plan (SMP) that was approved by the Regional Water Quality Control Board (RWQCB). WEST has begun their SMP coordination and plan development for demolition, abatement, and remediation services.

On March 30, 2012, the Sheriff's Office issued a Request for Statement of Qualifications (RFSOQ) to prequalify potential bidders as the first step of the County's selection process for Demolition, Asbestos and Lead Abatement, and Soil Remediation services for Chemical Way. RFSOQ advertising and outreach included ads placed in local newspapers and posting on the Sheriff's Office Jail Planning website. Thirteen firms responded to the RFSOQ. After a review of each firm's Statement of Qualifications, five firms were selected for prequalification: Miller Environmental, Inc., Environmental Business Solutions, Inc., Silverado Contractors Inc., LVI Services Inc., and FERMA Corporation. On April 19, 2012, Requests for Bids were sent to each of the pre-qualified firms.

It is anticipated that prequalified firms will submit bids on May 8, 2012 and the Board of Supervisors will consider awarding the bid for the demolition at its May 22, 2012, meeting. If the Board approves the award to the identified lowest, responsive and responsible bidder, the County will enter into a trade contract with that firm. Upon execution of the trade contract it will be assigned to the Construction Manager (described below) who will oversee the performance of the trade contract.

## **DISCUSSION:**

### **Agreement for Construction Management Services**

The Construction Manager's primary duty will be to supervise and manage the trade contractors who will be performing the construction work on the Project. The scope of work covered by the Agreement includes, but is not limited to:

#### **1. Pre-construction Phase**

In compliance with County policies and the Public Contracts Code, the JPU and the Construction Manager will conduct a systematic, impartial pre-qualification process with potential sub-contractors for the Project. The JPU and the Construction Manager will prepare and place notices and advertisements to solicit bids and conduct walk throughs, and develop the most logical, competitive, and distinct trade contractor bid packages with clearly identified scopes of work. The JPU and the Construction Manager will include bid alternatives (deductive or additive) in each trade contractor bid package to optimize the value of the Project budget. After completion of the public bidding process for each trade package, the JPU will recommend that the Board enter into a trade contract with the successful bidder. When the Board accepts the recommendation and upon execution of each trade contract and an assignment agreement, the trade contract will be assigned to the Construction Manager who will oversee the performance of each trade contract.

In addition, the Construction Manager will prepare and evaluate a cost estimate for each trade package and evaluate the estimate against the Project. The Construction Manager will recommend, if necessary, the appropriate action to correct and/or avoid potential budget overruns. The Construction Manager shall provide a budgetary cost estimate at the beginning of the pre-construction phase after the kick off meeting with architect and the JPU to factor in the Sheriff's needs as well as all locality related requirements; and provide full and complete estimates at 100% conceptual, 100% schematic design, and 100% design development.

## 2. Construction Phase

The Construction Manager shall provide construction administration and management services to construct the Project in an efficient and cost-effective fashion consistent with the Public Contracts Code and with the best interests of the County. Those services will include updating the Project schedule on a monthly basis. In order to provide a comprehensive schedule, the Construction Manager shall coordinate and receive input from the County, the Architect and the trade contractors for compliance with the individual requirements of each portion of the Project and the overall Project schedule. The Construction Manager shall review and approve the trade contractors' proposed construction schedule for logic, reasonableness, and conformance to the requirements of the contract documents. The Construction Manager shall conduct a daily review of the trade contractors' progress and conformance with monthly updated construction schedules.

In conjunction with the Architect, the Construction Manager shall review and approve trade contractors' monthly progress payment requests and compare the requested payments to actual work completed in accordance with the pre-approved schedule of values presented by the trade contractors at the beginning of construction. The Construction Manager will combine trade contractors' payment requests, prepare a current overall schedule of values, and submit one invoice in duplicate to the Project Executive (currently Lt. Deborah Bazan) for approval and payment.

The Construction Manager shall maintain the Building Information Model (BIM) up to date with changes to the contract documents from pertinent Request For Information (RFI) or owner and architect initiated changes. The Construction Manager shall ensure those changes are reflected in the BIM and integrated into the construction models to look for conflicts and/or make changes as necessary to coordinate the changes.

The Construction Manager shall attend weekly meetings between the County and the Architect. As required by the stage of construction, Mechanical, Electrical and Plumbing (MEP) subcontractors may also be required to attend. The meetings will be held at the job site in a trailer provided by the Construction Manager. The Construction Manager shall provide a weekly construction progress report, summarizing the progress of construction and key issues currently pending. The report will indicate each trade contractor's progress and summarize the current cash flow projections.

Throughout construction, the Construction Manager will schedule, chair and record minutes for all regular meetings with the trade contractors, County, and the Architect on a weekly basis. The Construction Manager will ensure the trade contractors are maintaining as-built drawings and coordinating the construction schedule with the Sheriff, contractors and vendors to ensure that any owner provided items are installed at the appropriate time to minimize damage to previously installed work and to coordinate with space availability.

The Construction Manager will compile the as-built drawings and submit them at the end of the Project to the Architect for review, approval and further processing. The Construction Manager will prepare a recommendation for final acceptance of the Project

after the trade contractors have corrected deficient work and satisfied all contract conditions. The Construction Manager shall provide a complete set of contract files to the JPU Project Executive. This shall include, but not be limited to, as-built drawings, operation and maintenance manuals, additional materials, and warranties.

### 3. Close-Out Phase

The Construction Manager will prepare an ongoing punch list specifying the work to be completed and/or corrected on an ongoing basis, and then correct all work listed on the consolidated punch-list generated by the County and the Architect.

The Construction Manager will obtain, review, coordinate and submit all operations and maintenance manuals from all trade contractors. In addition, the Construction Manager shall provide on-site training and instruction on the proper use and maintenance of all new, renovated, or relocated building systems. Within 30 days of substantial completion, the Construction Manager will train County and/or Sheriff personnel on the operation, use and maintenance of all equipment provided as part of their work, and provide warranty/guarantee letters from all trade contractors for one year after substantial completion of the Project.

### Design-Build Delivery Method

The option of utilizing the design-build delivery method for the trade contractors affords the Sheriff or Sheriff's designee the benefit of bringing trades on early to assist with cost control and value engineering at every step in the process. The JPU is considering using the design-build delivery method for the Mechanical, Electrical, and Plumbing trade contract work. Use of this method is permitted by Public Contracts Code § 20133 upon approval of the Board for its use.

Approval of this contract for Construction Management Services and Project Delivery Method contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring a safe and cost effective Replacement Jail Facility.

County Counsel has reviewed and approved the resolution and agreement as to format.

### **Performance Measure(s):**

<b>Measure</b>	<b>FY 2011-12 Projected</b>	<b>FY 2012-13 Projected</b>
Construction management services performed and/or completed within industry standard time guidelines.	100%	100%

### **FISCAL IMPACT:**

The cost of this construction management services contract is \$7,387,929. This not-to-exceed contract amount is based on \$250,000 for pre-construction services, \$3,842,478 million for general conditions (to be paid based on actual auditable costs), and \$3,295,451 million based on a contract fee of 3.29% of the anticipated \$100,000,000 hard construction costs. The 3.29% includes the construction manager's overhead, profit (fee), bond and contractor controlled insurance plan. The project allowance account of \$3 million will be kept in Capital Projects and established in the FY 2012-13

budget. It is anticipated that \$960,100 in costs will be incurred during FY 2011-12 and \$40 million in FY 2012-13, not including the \$1.1 million of remaining unspent funds from site acquisition. The above costs will be funded from Non-Departmental ERAF Reserves. Future Project costs will be included in future fiscal year budgets and funded by either Non-Departmental ERAF Reserves or bond proceeds for the Replacement Jail Construction Project.

## REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	The Sheriff's Office is seeking a firm for construction management services for San Mateo County Replacement Correctional Facility
2.	List key evaluation criteria	Proposals were evaluated based on the following: <ol style="list-style-type: none"> <li>1. Completeness of proposal</li> <li>2. Team Experience, Qualifications, and Capabilities</li> <li>3. Depth and Quality of Respondent's performance</li> <li>4. Technical/Project Management Approach</li> <li>5. Value</li> <li>6. Availability</li> <li>7. Financial Stability</li> <li>8. Sustainable Practices</li> </ol>
3.	Where advertised	San Francisco Examiner Posted on the Sheriff's Office web page
4.	In addition to advertisement, list others to whom the RFP announcement was sent.	Sent to all those enrolled to receive automatic notifications and announcements on the Sheriff's web page, Facebook, and Twitter
5.	Total number of RFP's sent to prospective proposers	None directly
6.	Number of proposals received	Nine
7.	Who evaluated the proposal	Lieutenant Deborah Bazan Sgt. Dave Titus Project Manager Sam Lin Eugene Whitlock, County Counsel Paul Scannell, representing the County Manager's Office
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Clark Construction Group, LLC 7677 Oakport Street, Suite 1040 Oakland, California 94621  Hensel Phelps Construction Co. 226 Airport Parkway, Suite 150 San Jose, California 95110  McCarthy Building Companies, Inc. 343 Sansome Street, 14 <sup>th</sup> Floor San Francisco, California 94104  Rudolph and Sletten, Inc 1600 Seaport Boulevard, Suite 350 Redwood City, California 94063  Skanska 1999 Harrison Street, Suite 1950 Oakland, CA 94612

		<p>Sundt Layton 2860 Gateway Oaks Drive, Suite 300 Sacramento, California 95833</p> <p>Turner Construction Company 1111 Broadway, Suite 2100 Oakland, California 94607</p> <p>Walsh Construction Company 1777 Oakland Boulevard, Suite 300 Walnut Creek, California 94596</p> <p>Webcor/Kitchell 207 King Street, Suite 300 San Francisco, California 94107-5451</p>
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