



July 17, 2020

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

**SUBJECT: RETROACTIVELY APPROVE A CONTRACT WITH SALAS O'BRIEN FOR THE FACILITIES CONDITION ASSESSMENT AT 2332 HARRISON, 2336 HARRISON, AND 143 BAY PLACE, ALL IN OAKLAND, DUE TO THE COVID-19 PANDEMIC; PROCUREMENT CONTRACT NO. 20528; AMOUNT: \$30,160**

Dear Board Members:

**RECOMMENDATIONS:**

- A. Retroactively approve a contract (Procurement Contract No. 20528) with Salas O'Brien (Principal: John Salas; Location: San Jose) for the facilities condition assessment of mechanical, electrical, plumbing, roofing, architectural, and structural systems at 2332 Harrison, 2336 Harrison, and 143 Bay Place, all in Oakland, due to the COVID-19 pandemic, for the term of 6/1/2020 through 6/18/2020 in the amount of \$30,160;
- B. Authorize the President of the Board to sign the contract, subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing; and
- C. Authorize the County Administrator and Auditor Controller to make the related budget adjustments.

**DISCUSSION/SUMMARY:**

Due to the threat of COVID-19, the County of Alameda is currently seeking shelter sites for individuals who may be at-risk, or those testing positive for COVID-19. The properties at 2332 Harrison, 2336 Harrison, and 143 Bay Place (Harrison Properties) were under consideration for use as one of the shelter sites. On June 9, 2020, the Board of Supervisors approved a Purchase and Sale Agreement for the acquisition the Harrison Properties to provide for this need, eliciting the need for due diligence investigation of the property.

On June 1, 2020, Requisition No. GENSA-11625 was issued to Salas O'Brien in the amount of \$30,160 to perform a facilities condition assessment of the Harrison Properties as part of reasonable due diligence in acquisition of real property. The scope of work included assessment of the mechanical, electrical, plumbing, roofing, architectural, and structural systems. The investigative work and report began on June 1, 2020 and was completed on June 18, 2020.

SELECTION CRITERIA/PROCESS:

*General Services Agency requested informal bids to perform a facilities condition assessment (FCA) of the Harrison Properties, using the informal bidding procedures by sending emails and making follow-up phone calls to multiple Architectural and Engineering Vendors. Three vendors responded to requests for the FCA. Due to the COVID19 shelter-in-place, two of the three vendors declined to bid. Salas O'Brien, a non-certified Alameda County vendor, submitted the only fully responsive bid. On June 1, 2020, the Purchasing Agent issued Requisition No. GENSA-11625. On July 1, 2020, The Auditor-Controller Agency approved Federal Grand Funds Small Local Emerging Business Waiver Request No. F1700 for this Contract.*

*Evaluation Summary:*

<i>Vendors</i>	<i>Location</i>	<i>Evaluated Price</i>
<i>Salas O'Brien</i>	<i>San Jose</i>	<i>\$30,160</i>

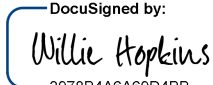
FINANCING:

Funding for these services requested will be provided by State and Federal funding sources available for COVID-19.

VISION 2026 GOAL:

The FCA of the Harrison Properties meets the 10X goal pathway of **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:  
  
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Willie A. Hopkins, Jr.  
Director, General Services Agency

Attachments

cc: County Administrator  
Auditor-Controller  
County Counsel

June 1, 2020

County of Alameda  
GSA-Real Property Management  
1401 Lakeside Drive, 6<sup>th</sup> Floor  
Oakland, CA 94612

**Attention:** Joseph Tambornino, Real Estate Projects Manager  
**Email:** Joe.tambornino@acgov.org  
**Subject:** Proposal for Harrison Place FCA – Roofing/Structural/Architecture  
**SOBE Project No.:** 2001460

Dear Joseph,

We are pleased to submit our proposal to provide roofing, structural, and architectural services for the facility condition assessments of the properties located at 2332 Harrison Place/2336 Harrison Place/143 Bay Place.

**Project Intent:** The County of Alameda intends to purchase the properties noted above and requires an assessment of the current condition of Roofing, Structural, and Architectural systems in these buildings and the parking lots. The three properties are as follows:

**2332, 2336 HARRISON PLACE, and 143 BAY PLACE (15-day Due Diligence Period will probably commence on June 3, 2020)**

**2332 Harrison Street, Vacant**

- Areas: 41,655 sf on .31 acre
- Building: Six-story stucco; 1927 construction
- Interior: 92 dorm rooms; 3 ground floor common areas
- Special Items:
  - Main floor industrial-sized kitchen; kitchenettes for each dorm room
  - CCTV security/lock system tied to each dorm
  - Gym area

**2336 Harrison Street**

- Single-story office building, leased M-t-M
- Areas: 4,357 sf, on .07 acre

**143 Bay St**

- Parking Lot, Leased M-t-M
- Area: .16 acres w/ 26 uncovered, secured pkg stalls

**Roofing Scope of Work:**

- Provide the client with information and opinions regarding roof covering conditions and potential service lives of the existing membranes along with possible other considerations for resistance to leaks through roofing and related flashing.
- Review drawings and other pertinent documentation the client provides regarding existing conditions.

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- Perform one site visit; interview building personnel regarding background, possible leaks, possible ages of the roofs, construction information, observe conditions, and take selected photographs.
- Prepare a written report illustrated with selected photographs, summarizing our findings, offering our opinions, and making conceptual recommendations. Our report may include items recommended for further study.

**Roofing Add Alternate #1 – Test Cuts: \$1,500**

If the client would like us to observe test cuts (to document actual roof assemblies and gain deeper understanding of the roof covering - highly recommended) we can engage a licensed roofing contractor to take and repair test cuts while we are on site. Three to five test cuts 6 x 6 inches in size or less are anticipated. It would be prudent to have an Industrial Hygienist sample the roofing for Hazardous material if test cuts are made. We presume your office would arrange the Industrial Hygienist separately from our service. Alternately the client can directly engage a roofer to perform this additional service while we are on site.

**Structural Scope of Work:**

- Site visits to conduct visual verification of readily accessible / visible building structural systems.
- Review of existing drawing documentation provided by Salas O'Brien.
- A review of the existing structures in the context of life safety. ASCE 41 Tier 1 analysis will be the basis for the review.
- The deliverable will include a single seismic narrative report that includes within it the two buildings under this study.

**Architectural Scope of Work:**

- Walkthrough of property to document physical deficiencies, Interior finishes, Accessibility, means of egress and to include the Costs to repair and/or remediate the physical deficiencies.
- An attempt will be made to inspect the exterior of the property.
- On the interior structure of the property, accessible common areas, expected to be used by occupants or the public, such as lobbies, hallways and restrooms, maintenance and repair areas, and a representative sample of occupant spaces, will be visually and/or physically observed.
- Accessibility – Depending on the applicability of the regulations, a Visual Survey will be conducted to determine if the property is in compliance with the Americans with Disabilities Act (ADA). The survey includes a limited visual assessment of the property to assess if it is accessible and useable by people with disabilities. No measurements will be collected as part of the screening. This screening is not to be considered an in-depth survey or audit. As such, it should not be considered a verification of compliance or a guarantee of the identification of all possible ADA violations.
- Property/Site Features – Observations will be made of the type, condition and adequacy of the general topography, storm water drainage, ingress and egress, paving, curbing, parking areas, and flatwork.
  - White paper describing the findings and related costs and priorities associated with conversion to apartments and with equipment condition/life issues.



**Exclusions:**

- Any services needed related to engineering (e.g., geotechnical, mechanical, electric, plumbing,) or environmental issues (such as: asbestos, lead, fungi, and other potentially hazardous materials) is not included.
- Repair or reroofing cost budgeting is not included.
- Design phase services are not included (this proposal does not include the preparation of specifications or detail drawings).
- Construction phase services are not included.
- Structural scope of work excludes:
  - Probable Maximum Loss report.
  - Development of seismic retrofit solutions.
  - Preparation of construction documents for financing, bid, permit, or construction.

**Clarifications:**

- Suitable and safe access will be provided for our personnel.
- County to provide access to the building during regular working hours.
- Project history, manufacturer’s product information, and other information provided to us in good faith will be relied upon as complete and accurate representations.
- Much of this effort involves “discovery” as well as cooperation from building staff. County to provide a single point of contact to make decisions and coordinate meetings with trades, occupants, and staff to facilitate discovery.
- Significant scope changes will be invoiced as Additional Services.
- Prior to the site survey, County to provide all available building drawings.
- Structural study is intended for use by the County of Alameda only for purposes of identifying life safety structural / seismic deficiencies. It is not intended to transfer to 3rd parties.
- The fee associated with this effort assumes the following (any of which can be added to the scope if desired):
  - It is assumed that the roofing, architectural and structural elements of the building, equipment, and systems meet building code and capacity requirements. The site reviews and analysis work will be accomplished by an experienced, multi-disciplinary engineering and architectural team. However, the focus will be limited to the those described herein. If deficiencies or concerns relating to other systems are observed or identified, these will be noted, but will not be analyzed.

**Compensation:**

*(Client must initial next to selected scopes.)*

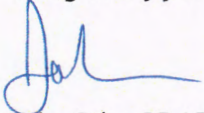
<b>Task</b>	<b>Fee</b>	<b>Initial for Selected Scopes</b>
<b>Base Scope of Work:</b>		
1. Architectural Scope of Work	\$12,500	<b>Initial:</b>
2. Structural Scope of Work	\$10,260	
3. Roofing Scope of Work	\$5,900	
<b>Base Scope Total:</b>	<b>\$28,660</b>	
<b>Add Alternate</b>		
Add Alternate #1 – Roofing Test Cuts	\$1,500	<b>Initial:</b>
<b>Total w/Add Alternate:</b>	<b>\$30,160</b>	

The overall fee shall be contracted on a Fixed Fee (FF), basis Not-to-Exceed (NTE) the amount of \$28,660 per the base scope of work listed above. Reimbursable expenses are included in the fee above This fee is based on the anticipated level of effort and the approximate hours per the table, above. Fees in addition to the above and shall not be charged without client authorization. The term of this agreement shall be from **6/1/20** to **6/19/20**.



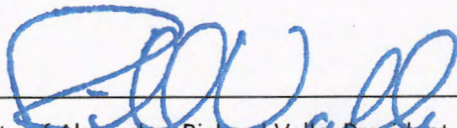
If you are in agreement, kindly sign this proposal where indicated and email *Attention Contracts* to [contracts-calops@salasobrien.com](mailto:contracts-calops@salasobrien.com). By signing this proposal, Client authorizes the work to commence and agrees to Salas O'Brien's Standard Terms and Conditions hereby incorporated as Exhibit A. We thank you for this opportunity to be of service. Please do not hesitate to contact us with questions or comments.

Energetically yours,



John Salas, PE, LEED AP  
Managing Principal  
Salas O'Brien

Approved by: \_\_\_\_\_



Date: AUG - 4 2020

County of Alameda - Richard Valle, President, Board of Supervisors

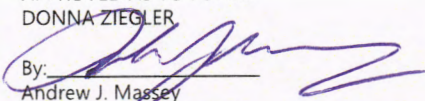
Enclosures: Exhibit A – Standard Terms and Conditions

Client Project Number: \_\_\_\_\_

(If applicable, please provide your project number when you sign this agreement and return.)

APPROVED AS TO FORM:  
DONNA ZIEGLER

By: \_\_\_\_\_  
Andrew J. Massey  
Deputy County Counsel



## EXHIBIT A – SALAS O'BRIEN STANDARD TERMS AND CONDITIONS

1. **Billing.** Salas O'Brien Engineers, Inc. ("Engineer") shall bill "Client" on or about the 1st of the month. Billing to be based on percentage of completion.
2. **Payment.** All invoices are due and payable within thirty (30) days of invoice date. Interest may be charged at 1.5% monthly on all invoices over thirty days. In the event if any payment is unpaid on any invoice in excess of sixty (60) days, Client shall be deemed to be in substantial breach of the Agreement and Engineer may, in its sole discretion, elect to suspend its services hereunder without prejudice. Client shall reimburse Engineer for all costs of collections, including reasonable attorneys' fees.
3. **Pricing.** Hourly rates provided for projects performed on a Time and Materials basis are subject to change annually on January 1.
4. **Extra Services.** Services in addition to those set forth in the Agreement shall be charged at the Engineer's then prevailing rates and shall be in addition to the above agreed upon fees. No additional services shall be performed without written authorization from the Client.
5. **Dispute Resolution.** The parties shall, as soon as reasonably practicable after one party gives written notice of a dispute to the other party, meet and confer in good faith regarding such dispute at such time and place as mutually agreed. All discussion pursuant to this Section 4 shall be considered settlement negotiations for the purpose of laws protecting statements, disclosures or conduct in such context, and all offers or other statements or conduct shall be protected under such laws. If no resolution is reached, the parties shall, within forty-five (45) days of the first meeting referred to above, attempt to settle the dispute by formal mediation in San Jose, California. If the parties cannot agree upon a mediator within such forty-five (45) day period, the American Arbitration Association in San Jose, California shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each party to such mediation. In the event that the parties are unable to resolve the dispute through formal mediation pursuant to this Section 4, the parties shall be entitled to seek any and all available legal remedies.
6. **Indemnification.** The Engineer agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Engineer's grossly negligent acts, errors or omissions in the performance of professional services under this Agreement (except to the extent caused by the Client's or other parties' negligent or intentional acts or omissions). Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Engineer has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind. The Client agrees to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees) to the extent caused by a material breach of this Agreement by the Client or the negligent acts, errors or omissions of the Client or contractors, subcontractors, consultants or others for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.
7. **Insurance.** During the term of this Agreement, each party agrees to provide evidence of insurance coverage to the other party. In addition, the Engineer agrees to use commercially reasonable efforts to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of ten years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professional's practicing in the State of California as engineers for similar services are able to obtain such coverage.
8. **Owner's Consultants.** It is understood and agreed that the Client may contract directly with other design professionals for design services: Engineer shall have no responsibility for any portion of the project designed by the Client's other consultants. The Engineer shall not be required to check or verify other consultants' construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising in any way from the services performed by any other consultants to the Client. The Client further agrees to require all other consultants under separate contract to coordinate their construction documents with those of the Engineer, to promptly report any conflicts or inconsistencies to the Engineer and to cooperate fully in the resolution of those conflicts or inconsistencies.
9. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all agreements with third parties, Home Owner's Associations and other entities involved in this project to carry out the intent of this Section 9.
10. **Liability.** The Engineer is not responsible for job safety in, on, or around the project site (or sites). Any reviews the Engineer may make are not, and are not intended to be, reviews of safety practices. Client understands and agrees that the Engineer is not responsible for means, methods, or sequences of construction or job site safety or for the Contractor's errors. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE ENGINEER AND ITS SUBCONSULTANTS TO THE CLIENT AND TO ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS ON THE PROJECT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE ENGINEER AND ITS SUBCONSULTANTS SHALL NOT EXCEED \$150,000.00, OR THE ENGINEER'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER. SUCH CLAIMS AND CAUSES INCLUDE, BUT ARE NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY. ADDITIONALLY, IN NO EVENT SHALL THE ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE
11. **Opinion of Probable Cost.** In providing opinions of probable cost or construction cost, Client understands and agrees that the Engineering has no control over the costs or the price of labor, equipment or materials, or over the Client's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
12. **Force Majeure.** The failure of the Engineer to perform its obligations shall not be a breach of this Agreement or give rise to any right of termination or reversion if such failure is caused by restrictions of governmental agencies, labor disputes, inability to obtain necessary materials or any other reason beyond the Engineer's control; in the event of delay from any such cause, the obligation to perform shall be postponed for a period of time reasonably related to such cause.
13. **Additional Items.** If project is suspended or abandoned prior to the completion of professional services, fees will become payable only for the services completed at the time of such suspension or abandonment. This Agreement may be terminated by either party at the conclusion of any phase by 10 days' written notice.
14. **Successors and Assigns.** Neither party shall assign any rights or obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment of rights shall not work as a novation of obligations thereunder without written agreement. Any attempt to assign any rights, duties, or obligations under the Agreement without the other party's written consent will be void; provided that either party may assign this Agreement to a surviving entity in connection with any merger, acquisition or consolidation.
15. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements of the parties with respect to the subject matter contained herein. Engineer shall not be bound by, and specifically objects to, any term, condition, or other provision inconsistent with or in addition to any provision of this Agreement that is submitted by Client in any correspondence or any other document, unless Engineer specifically agrees to such provision in writing by an authorized representative. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. Signatures sent by facsimile transmission or in PDF format shall be deemed to be originals for all purposes of this Agreement.