

Vanir Construction Management, Inc.
Architectural Design Services

AGREEMENT FOR SERVICES #7527

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Vanir Construction Management, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 4540 Duckhorn Drive, Suite 300, Sacramento, California 95834 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office, Facilities Division, in providing architectural design services for the permanent Navigation Center located at 300 Fair Lane, Placerville, California 95667;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on July 27, 2020, Consultant was formally approved to several qualified lists for consulting services, including Category A - Architect, as the result of competitive Request for Qualifications (RFQ) #20-918-031;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, tools, vehicles, equipment, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof.

For each as-needed work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Consultant. For each work assignment, Consultant shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Consultant for each as-needed work assignment identifying the work or other services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Consultant shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope of work items or Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project. Before proceeding with any work concerning Contingency Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. The specific services for each Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel), auto computer-aided design [CAD], or Revit, as applicable. Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees, agents, associates, representatives, or subconsultants.

ARTICLE II

Term: This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement, and shall expire two (2) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, the hourly billing rates for any required Contingency Work, shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the purposes of budgeting the tasks in Exhibit A, the billing amounts for each Phase are identified in Exhibit C. In the performance of the services to be provided under this Agreement,

Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Phases and items of work identified (excluding Contingency Work), subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Subconsultants' services authorized herein for Contingency Work shall be invoiced at Consultant's cost, with a maximum five percent (5%) markup, for the services rendered. Other direct costs included in Contingency Work, including but not limited to, materials, equipment, toll calls, printing and reproduction costs, postage, overnight or daily delivery charges, and copying costs, authorized herein shall be invoiced at Consultant's cost, without markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subconsultant services or other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$227,022, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Standards for Work: Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's and subconsultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant and any subconsultant authorized herein, have/has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant or subconsultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

ARTICLE VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in subconsultants, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

ARTICLE VIII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However,

Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office Facilities Division for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XI

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results.

Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Homeless Housing, Assistance and Prevention (HHAP) Funding Requirements: Consultant, shall comply with all applicable conditions of the HHAP Grant #20-HHAP-00022

& #21-HHAP-00019, available at <https://www.edcgov.us/hhsaforcontractors>, and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement, pursuant to ARTICLE XVIII, Default, Termination, and Cancellation. Specifically, Consultant must comply with:

1. This Agreement between County and Consultant shall require the Consultant and its subconsultants, if any, to:
 - a. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - b. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - c. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Consultant or any subconsultant in performing the work or any part of it.
 - d. Agree to include all the terms of this Agreement 7527 in each subcontract.

2. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations:**
The Consultant agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Consultant, its Subrecipient's, and all eligible activities.

Consultant shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Consultant shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Consultant shall provide copies of permits and approvals to Agency upon request.

3. **Inspections:**
 - a. County and/or State shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
 - b. County shall require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the Consultant until it is corrected.

4. **Litigation:**
 - a. If any provision of the Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the State shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

- b. The Consultant shall notify the County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, County, or State, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the County and State.

5. Special Terms and Conditions:

- a. Interest earned on Grant funds: All proceeds from any interest-bearing account established by the Consultant for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Consultant for the deposit of HHAP funds, must be used for HHAP-eligible activities.
- b. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
- c. Homeless Management Information System (HMIS): County agrees to utilize the HMIS used by the El Dorado Opportunity Knocks Continuum of Care to track HHAP-funded projects, services, and clients served. County will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
- d. County agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency access.

ARTICLE XIV

Drug-Free Workplace Certification: By signing this Agreement, Consultant hereby certifies, under penalty of perjury under the laws of State of California, that it and its subconsultants, if any, will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350, et seq.).

ARTICLE XV

Progress Reports: Consultant shall submit written progress expenditure reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress expenditure reports quarterly. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine what phase of work the expenditures correspond to, or if the expenditures are for contingency work or expenses.

ARTICLE XVI

Child Support Compliance: The Consultant acknowledges in accordance with Public Contract Code section 7110, that:

- A. The Consultant recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family code; and
- B. The Consultant, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ARTICLE XVII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least five (5) years, or for any longer period required by law, after final payment under the Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.
 - 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

- 1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.

2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXV, Conflict of Interest.
- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn.: Charles Harrell
Facilities Division Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, California 95834

Attn.: James Smith, President

or to such other location as Consultant directs.

ARTICLE XX

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXI

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that County's failure to immediately or timely notify Consultant does not limit or waive Consultant's defense and indemnity obligations in this Article. The parties

shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XXII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, nor any officer or employee of the Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXVI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

ARTICLE XXVII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIX

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Consultant warrants and represents that it and any of its subconsultants employed under this agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXX

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

In addition, Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

ARTICLE XXXIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXV

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXVI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXVII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

--VANIR CONSTRUCTION MANAGEMENT, INC.--

By: _____

Dated: _____

James Smith
President
"Consultant"

Vanir Construction Management, Inc.

Exhibit A

Scope of Work

Consultant shall provide architectural design services for the permanent Navigation Center located at 300 Fair Lane, Placerville, California 95667, and review available County provided documents and data relative to the project requirements and evaluate options to provide the most efficient design criteria. Consultant shall deliver a set of documents ("Criteria Documents") with quantitative and qualitative information and direction that aligns with the County's required objectives, program, function, and budget.

Scope of Work and Corresponding Phases & Deliverables

As the architect ("Criteria Architect"), Consultant shall provide performance-based Criteria Documents with sufficient information needed for the County to solicit a design-build contract with a design/build entity (DBE) who would finalize the design, carry through construction documents, and construct the project. Documents include conceptual architectural plans, specifications, and other relevant documents. Consultant's scope of services shall include the following services, tasks, and deliverables as outlined below.

Phase 1 - Project Initiation, Document Reviews, and Kick-Off Meetings

- Consultant shall review relevant County provided project documents and information/data, including but not limited to, due diligence documents, California Environmental Quality Act (CEQA) documents, County's Owners Performance Requirements (OPR), geotechnical reports, as-built drawings, and other pertinent documents.
- Hold an internal Consultant kick-off meeting to initiate the project.
- Identify project goals, objectives, and expectations, and develop a Work Plan.
- Hold one (1) in-person project kick-off meeting with County and its stakeholders (location to be determined) for introductions and to confirm expectations, program, scope, Work Plan, and deliverables. Hold one (1) additional virtual meeting (virtual platform to be determined) and follow-up calls if needed. Prepare meeting minutes and distribute to all attendees.
- Compile a list of and request additional County documents and information/data as needed to facilitate execution of the project.

Deliverables: Work Plan and in-person meeting and virtual meeting (if required) minutes (submitted in electronic Portable Document Format [.PDF], auto computer-aided design [CAD], or Revit format).

Meetings: One (1) in person project kick-off meeting with County and stakeholders at a location to be determined. One (1) additional meeting (virtual) and follow-up calls if needed.

Phase 2 - Site Investigation and Program Verification/Completion

- Conduct site investigation to verify existing conditions and validate as-built drawings, including but not limited to site boundaries, general topography, infrastructure, utility access and point of contact (POC), easements, general site conditions, obvious code issues including Americans with Disabilities Act (ADA), and any unforeseen site limitations or restrictions.
- Validate or adjust previous programming assumptions based on latest due diligence information and site verification.
- Develop and complete program and conceptual design including coordination with the County to finalize Furniture, Fixtures, and Equipment (FF&E) (Not in Contract [N.I.C.]) requirements.
- Develop conceptual cost estimate that aligns with the County's project budget.
- Submit Preliminary Conceptual Design Package to the County.
- Hold up to three (3) virtual meetings (virtual platform to be determined) with the County to discuss and coordinate Conceptual Design Package. Prepare meeting minutes and distribute to all attendees.

Deliverables: Preliminary Conceptual Design Package and virtual meeting minutes (submitted in electronic Portable Document Format [.PDF], auto computer-aided design [CAD], or Revit format).

Meetings: Hold up to three (3) virtual meetings.

Phase 3 - Criteria Documents

- Upon approval of the Preliminary Conceptual Design Package, develop performance criteria drawings including architectural site plans, floor plans, roof plans, exterior elevations, and perspective site renderings.
- Develop conceptual performance based technical specifications.
- Develop revised conceptual cost estimate that aligns with the County's project budget.
- Develop conceptual project schedule based on final project design, scope, and cost.
- Submit Criteria Documents Package to the County.
- Hold up to four (4) virtual meetings (virtual platform to be determined) with the County to discuss and coordinate final Criteria Documents Package. Prepare meeting minutes and distribute to all attendees.

Deliverables: Final Criteria Documents Package and virtual meeting minutes (submitted in electronic Portable Document Format [.PDF], auto computer-aided design [CAD], or Revit format).

Meetings: Hold up to four (4) virtual meetings.

Phase 4 - Third Party Criteria/Program/Design Verification

- Assist the County during the Request for Proposal (RFP) solicitation process to answer questions related to performance/criteria requirements.
- Assist the County during the design/build process as a third party to review submittals and Requests for Information (RFIs) related to performance/criteria

documents. No services will be needed for project management or close-out assistance during or after construction.

- As an option (additive alternate) upon request by the County, provide a complete cost estimate for the project at fifty percent (50%) and at one hundred percent (100%) completion of construction documents.

Final Deliverables: The final Criteria Documents will be at a conceptual level and shall include written summary, narratives, drawings, specifications, and exhibits of each required applicable discipline to include the following deliverables:

- Written summary and narratives (all disciplines)
- Site master plan (Civil/ Architectural)
- Floor plan (Architectural)
- Roof plan (Architectural)
- Exterior elevations (Architectural)
- Perspective site rendering (Architectural)
- Performance-based specifications (Div.2-33) (all disciplines)
- Conceptual cost estimate to validate Criteria Documents against County's project budget (Additive Alternate for a complete cost estimate in Phase 4 upon County's request)
- Conceptual and estimated project schedule showing pre-design, pre-construction, construction, and post-construction activities

All final deliverables shall be submitted in electronic Portable Document Format [.PDF], auto computer-aided design [CAD], or Revit format).

Design Considerations:

Site:

- **Demolition:** The existing building and parking formerly used as the County Jail/Sheriff's Facility have been demolished and were removed in 2022. The extent of site disturbance in the demolition plan was less than one (1) acre (42,610 square feet). The objective for the new site development for the project is to involve less than one (1) acre of site disturbance, making Stormwater Pollution Prevention Plan (SWPPP) and other approval processes unnecessary.
- **Site master plan:** Based on new site design, a site master plan along with basis of design (BOD) shall be developed to show new and future buildings on site, main site vehicular / pedestrian entrance and circulation, paving, parking, landscaping, site lighting, utility connections and other site features, and to accommodate for future adaptive reuse.
- **Parking:** The County prefers parking to be provided only for staff, and none for visitors. This may need further discussion as the facility may need to accommodate visitors requiring visitor parking.
- **Sustainable site:** The site design shall be practical and sensitive to the surrounding areas based on sustainable concepts and requirements. See sustainability consideration section below.

Zoning:

- The use proposed by the project may not be compatible with current zoning for the site classification. However, the site is owned by the County which has the flexibility to make zoning changes if needed to accommodate for the use of the Navigation Center as proposed by the project.

Building:

- **Architectural:** In line with the County's expectations, the building shall be a simple, one (1) story metal or wood framed type-five (V) building with an open floor plan to accommodate for adaptive reuse for office functions in the future. FF&E shall be coordinated with the County and shown on plan for reference only and designated as N.I.C.
- **Structural:** Scope shall be minimal based on the architectural building design. Consultant shall provide BOD and general structural design criteria and performance requirements appropriate for the design, use and budget.
- **Mechanical/Plumbing:** Consultant shall provide BOD and define the appropriate type of plant, equipment, distribution, controls and building management systems (BMS), and provide general engineering design criteria and performance requirements appropriate for the building based on the architectural design and budget.
- **Electrical:** Consultant shall provide BOD and define the appropriate type of power, equipment, controls and BMS and provide general engineering design criteria and performance requirements appropriate for the building based on the architectural design and budget. Consultant shall provide specific power design criteria to be able to work with Pacific Gas & Electric (PG&E), and to be able to have the main switchboard located outside the building and have a double meter section for the future building. The Main Switch Board (MSB) will be sized to support the future building and have conduits stubbed out of MSB pad for future use.
- **Fire Protection (Fire Alarm/Fire Suppression Systems):** Consultant shall provide BOD and will define the fire alarm and suppression systems appropriate for the project and provide engineering criteria and performance requirements based on the design and budget.
- **Security:** Consultant shall provide BOD and provide design parameters and performance requirements for physical security and electronic security system most appropriate for a low-level security facility.
- **Other Low Voltage Equipment/Fixture Design:** Consultant shall provide BOD, design parameters, and performance requirements for low voltage equipment/fixtures as needed that is most appropriate for the design and budget.
- **Food Services:** Food will be delivered to the facility for the clients. Consultant does not anticipate providing any food service consulting but can provide as additional services if requested by the County. The project will require food warming oven and commercial stainless kitchen sink with garbage disposal unit.
- **Code Compliance:** Building and site design shall be based on the latest 2022 California Title 24 requirements and 2010 ADA standards for accessible design for Title II facilities.

Sustainability considerations per CALGreen requirements for new construction. Provide minimum scope only as required by code. (The following are examples, as not all may apply to the project):

- Stormwater pollution prevention or best management practices (BMP) retention ponds
- Photovoltaic solar panels
- Electric vehicle charging stations
- Bicycle racks
- Recycling stations
- Energy /water efficient equipment and fixtures
- Indoor environmental quality
- Commissioning

Jurisdictional Coordination/ Approvals (County /District)

The project during design/build execution may require interface with the following agencies/requirements for coordination and/or approval:

- CEQA - Exemption drafted (currently under review for approval by County's Counsel)
- Planning/Engineering Department - Zoning, Floor Area Ratio (FAR), site development, utility and connection, landscape/hardscape, storm drainage, erosion, site lighting, and exterior building design
- El Dorado Irrigation District - District's water, sewer, utility easement, and recycled water design and construction
- Fire Department (Camino Fire) - Fire & life safety
- Health Department- Food/water consumption (TBD)
- Sheriff's Department - Site security and lighting
- Building Department - Construction documents review /approval and construction permit

Vanir Construction Management, Inc.

Exhibit B

Rate Schedule

Position

Principal in Charge	\$247 per hour
Project Director	\$213 per hour
Lead Architect	\$213 per hour
Architect	\$140 per hour
Building Information Modeling (BIM) Technician	\$140 per hour
Mechanical, Electrical and Plumbing (MEP) Engineer	\$188 per hour
Scheduler	\$188 per hour
Cost Estimator	\$188 per hour
Administrative Support	\$128 per hour

All Project Contingency work shall be performed during normal working hours, which shall be defined as Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. (Pacific) (excluding County-recognized holidays) and shall not exceed more than eight (8) hours per day or forty (40) hours per week without the specific written approval of County's Contract Administrator. Work shall not be performed beyond the normal working hours defined above without the specific written approval of County's Contract Administrator.

Subconsultant Services for Contingency Work:

Subconsultant services shall be invoiced in accordance with ARTICLE III, Compensation for Services. Labor shall include travel portal to portal.

Other Direct Costs, including but not limited to, materials, equipment, toll calls, printing and reproduction costs, postage, overnight or daily delivery charges, and copying costs for Contingency Work:

Other direct costs, including but not limited to, materials, equipment, toll calls, printing and reproduction costs, postage, overnight or daily delivery charges, and copying costs shall be invoiced in accordance with ARTICLE III, Compensation for Services.

Vanir Construction Management, Inc.
Exhibit C
Cost Proposal

Phase 1 Project Initiation, Document Reviews, and Kick-Off Meetings	\$23,038
Phase 2 Site Investigation and Program Verification / Completion	\$51,635
Phase 3 Criteria Documents	\$69,228
Phase 4 Third Party Criteria / Program / Design Verification	\$50,121
Expenses	\$3,000
Contingency Work*	\$30,000

Subconsultant Subtotal: \$30,922

Subconsultant Expenses: \$1,500

Consultant Subtotal: \$163,100

Consultant Expenses: \$1,500

Contingency Work Not-to-Exceed: \$30,000

TOTAL CONTRACT NOT TO EXCEED: \$227,022

*To be billed in accordance with Exhibit B.

All expenses and their distribution among tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work identified herein (excluding Contingency Work), subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Consultant shall bill monthly according to the percentage of work completed. Completion of the percentage of work shall be solely determined by County's Contract Administrator.

Contingency Work: For the purposes hereof, Contingency Work, if authorized, shall not exceed \$30,000.

Labor shall include travel portal to portal.

Vanir Construction Management, Inc.

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

_____ Date

_____ Signature of authorized individual

_____ Type or write name of company

_____ Type or write name of authorized individual