

COUNTY OF PLACERVILLE

Vanir Construction Management, Inc.
Construction Management Services for the Placerville Jail Expansion

AGREEMENT FOR SERVICES #3705

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 and engineering services in connection with the design and construction of the Placerville Jail Expansion project;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such 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 these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

WHEREAS, on April 3, 2017, Consultant was selected, pursuant to Request for Qualifications (RFQ) 17-918-007, to provide architectural and engineering design services for the Placerville Jail Expansion project;

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

ARTICLE I

Scope of Services:

Consultant's services to be provided specifically in support of County's Placerville Jail Expansion project (hereinafter referred to as "Project").

Consultant agrees to furnish personnel, equipment, materials, subconsultants, and services necessary to provide architectural and engineering services in connection with

the Placerville Jail Expansion. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue a Notice to Proceed for the work specified herein. No payment will be made for any work performed prior to the effective date of the Notice to Proceed.

In addition to the specific services identified in Exhibit A, hereto, this Agreement may also include Contingency Services, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work as identified in Exhibit A. Such Contingency Services may supplement or modify the Scope of Work as identified in Exhibit A, hereto or may include, but not be limited to, additional items of work that are deemed critical by County's Contract Administrator to the furtherance of completing the Project.

For each Contingency Services work assignment, Consultant shall provide a written quote to the Contract Administrator. Upon receipt and approval of the quote, the County's Contract Administrator will issue a separate written Work Order to the Consultant for each Contingency Services work assignment identifying the description of the 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 Contingency Services work until receiving the written Work Order. No payment will be made for any Contingency Services work performed prior to the issuance of the written Work Order.

The period of performance for Work Orders issued for Contingency Services, if any, 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.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A hereto or as specified in the individual Work Order. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A, 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.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on March 1, 2022.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables described in Exhibit A and 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 based upon a percentage of completion of the services and any deliverables performed for each phase. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes of budgeting the phases and tasks in Exhibit A, the maximum allowable billing amounts for each phase are described in Exhibit B marked "Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit B represent the composition of the total not-to-exceed budget for the various phases. In the performance of the Scope of Work to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit B among the various phases, tasks, and reimbursables/other direct costs identified therein, subject to County's Contract Administrator's prior written approval. Contingency Services shall be issued with a separate written Work Order describing the schedule and deliverables to Consultant and shall be billed hourly in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The hourly rates listed in Exhibit C may be adjusted annually with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$493,130, inclusive of all costs, expenses, and Work Orders.

Invoices shall follow the format specified by County and shall reference this Agreement and County-supplied Work Order number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite 2
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, 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 XVI, Default, Termination, and Cancellation, herein.

ARTICLE IV

Standards for Work: Services rendered under this Agreement shall be performed in accordance with federal, state, and local laws, County guidelines, and accepted industry standards, and shall be performed in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices.

All of Consultant's services and deliverables must adhere to current County requirements for project development and shall be made available to County for review and approval at the appropriate stages or upon request by County's Contract Administrator.

Consultant 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 of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE V

Design Standards: Consultant shall perform all services under this Agreement and as described in Exhibit A, in conformance with applicable federal, state, and local design standards or other standards for work performance stipulated in ARTICLE IV, Standards for Work.

ARTICLE VI

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 VII

Consultant's Project Manager: Consultant designates Jim Aboytes, Project Director, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the Agreement or the individual Work Orders issued pursuant to this Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE VIII

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 Consultant's Project Manager or subconsultants, without prior written approval by County's Contract Administrator.

ARTICLE IX

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 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 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 X

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 agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XI

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, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office 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 XII

Subcontracting, 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 Exhibit A, 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. 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.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XIII

Independent Contractor/Liability: 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, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and subconsultants. 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 XIV

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 may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

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 California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable 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 upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed 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 XVII

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 2
Placerville, California 95667

Attn.: Russ Fackrell
Facilities Division Manager

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
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.: Steven Whitehead
President

or to such other location as Consultant directs.

ARTICLE XVIII

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 XVII, 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 XIX

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 XX

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 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.
- 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 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 XXI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or

directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE XXIV

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant 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 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 shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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 Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXV

Consultant's Endorsement on PS&E/Other Data: If applicable, the responsible Consultant/Engineer shall sign all plans, specifications, estimates (PS&E), and all engineering data furnished by it and, where appropriate, indicate its registration number.

ARTICLE XXVI

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 XXVII

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 XXVIII

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 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 XXIX

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.

ARTICLE XXX

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 XXXI

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

ARTICLE XXXII

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 XXXIII

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 XXXIV

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 XXXV

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 XXXVI

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: Michele Wern

Purchasing Agent
Chief Administrative Office
"County"

Dated: 7/5/19

--VANIR CONSTRUCTION MANAGEMENT, INC.--

By: Steven Whitehead

Steven Whitehead
President
"Consultant"

Dated: 5/17/2019

By: Emilio Campos

Emilio Campos
Chief Financial Officer

Dated: 5/17/2019

Vanir Construction Management

Exhibit A

Scope of Work

Consultant shall furnish the architectural and engineering design services to produce a fully developed set of bridging documents for the SB844 – Placerville Jail Expansion Facility for the County of El Dorado Sheriff's Department in Placerville. This includes all the personnel, subcontractors, materials, equipment, and architectural/engineering services necessary for the County of El Dorado to secure complete design-build packages for the construction of the SB844 – Placerville Jail Expansion Facility. Services shall include, but not be limited to, performing the services, tasks and work outlined below:

Phase 1 – Project Initiation: Preparation and initial deliverables required for the Project kick-off meeting with County team. Organize and review all the relevant documentation that County has available regarding Project establishment, due diligence, geotechnical reports, topographical surveys, as-builts, site/civil, wet and dry utilities, and the existing jail construction.

- Review all original Project documents and as-built drawings, site plans, and specs for all utility connection points.
- Review and confirm that County is in compliance with the California Environmental Quality Act (CEQA) and Environmental Impact Report (EIR) status and mitigation criteria.
- Identify goals, objectives, and expectations.
- Develop a detailed Project timeline and work plan for the overall project.
- Schedule and finalize tentative dates to facilitate efficient program meetings with building users and all stakeholders.

Deliverables:

- Project timeline and work plan ✓

Phase 2 – Building/Site Investigation and Program Completion: The intent of this phase is to validate or adjust previous programming assumptions and not to start at base level programming interviews with all Sheriff Correctional Officers and County Facilities staff. It is additionally the intent to identify and evaluate all existing site conditions, including access (pedestrian, vehicle, emergency), survey boundaries, topography, utility access points and easements, available geotechnical engineering analysis (from existing jail), topographical surveys, utility information, due diligence reports, and current California Environmental Quality Act (CEQA) status and any mitigation criteria. Identify and provide the solution needed to correct any potential issues County may encounter during this phase. It is especially critical that the electrical engineer has a complete understanding of the existing security electronics, fire alarm, and available power connections. Further objectives are as follows:

- Document spatial requirements and relationships for the use in preparation of the design documents.
- Have a thorough understanding of the existing site conditions to ensure that all as-built information is correct.
- Ensure that all potential strategies and costs for site/civil/structural are understood, including final connection point to the existing adjacent jail facility.
- Develop and submit all required questionnaires and agendas for all meetings scheduled 1 day prior to meeting with the Sheriff Correctional Officers and County Facilities staff.
- Develop and submit meeting minutes for every meeting held, within 3 business days from the conclusion of the meeting, to the designated El Dorado County representative for approval and distribution to the entire County of El Dorado Team.
- Verify preliminary outline, space program, and plans with Sheriff Correctional Officers and County Facilities staff.
- Walk site and building with criteria engineers and County's appropriate correctional staff.
- Confirm/establish capacity of all onsite existing wet and dry utility infrastructure.
- Evaluate condition of service roads and all existing site infrastructure.
- Identify code and regulatory issues involving various agency reviews including but not limited to the State Fire Marshal, the Board State of Community Corrections, the El Dorado County Building/Planning Department, and any relevant issues involving the American Disability Act (ADA).
- Each engineering discipline to locate all utility connection points and confirm that the site has the capacity to sustain the new Jail expansion.
- Coordinate with all utility companies associated with the project to validate due diligence assumptions.
- Special electrical study of security electronic systems, panels, Graphic User Interface (GUI) systems and hardware, existing program requirements and hardware for all electronic communications, video, locks, in adjacent jail, and any other relevant systems or equipment.

Phase 3 - Bridging Documents: Phase 3 shall further develop and define the interior and exterior space plans and relationships to incorporate all the program requirements. Consultant shall create bridging documents suitable for County to obtain design/build proposals through a public agency procurement process. Documents shall provide quantitative information, qualitative information, as well as direction to Design Build Entity (DBE) teams to establish/provide Guaranteed Maximum Pricing (GMP). This information shall be required for the establishment of accurate cost estimates prior to issuance of the Request for Qualifications (RFQ) or Requests for Proposals (RFP).

Documents need to allow latitude for the later selected or prospective design/build team to find ways to save time and money, but should clearly state requirements that are essential to County. The clarified design intent shall become the basis of design for prospective design/build teams. Consultant shall confirm the Project meets budgetary, programmatic, and sustainability goals. Consultant shall perform final code check of approved schematic design. Develop/produce final bridging documents including performance/technical specifications, connectivity to the existing facility, electronic security, data, fire, reflective ceiling/lighting plans, and detailed room schedules design narratives for each discipline describing functional priorities, quality levels, aesthetic requirements, design criteria, basic design loads, and requirements to meet applicable building codes.

- Architecture: Develop building, interior space, and site models for County review, including sightlines, massing, and adjacencies, to allow informed decisions. Develop performance specifications for office, specialized space, security, and any essential service requirements. Develop preliminary finish schedules. Develop all necessary facility hardening design parameters.
- Structural: Develop any necessary critical calculations to ensure minimal compliance as well as any vertical height requirements.
- Mechanical, Electrical, Plumbing, Fire Sprinklers, and Fire Alarm: Define and set system service parameters for basic systems, specialized systems. Design special electrical systems, security hardware, fixtures, electrical, low voltage, panels, building management system (BMS), graphic user interface (GUI), data, video, and radio. Establish energy design goals and performance criteria.
- Specialized Equipment: Develop design parameters for specialized systems and equipment design constraints. Provide design performance criteria to integrate the facility with specialized equipment including but not limited to: Security equipment, cameras, access controls, and generators.
- Landscape: Develop a conceptual landscaping and irrigation design narrative.
- Civil / Site Design: Develop design parameters for site design that include CEQA, Board State of Community Corrections (BSCC), Department of Finance (DOF), Department of General Services (DGS), State Fire Marshal (SFM), Americans with Disabilities Act (ADA) approval constraints, drainage, utilities, traffic, acoustical, site balance, and access. Prepare proposed site parcel concepts and access to public right of way and utility infrastructure.
- Produce engineering documents to indicate building points of connections, all site or offsite points of connection, and suggested runs for all utilities/disciplines.
- All designs shall comply with the ADA design standards and ADA Accessibility Guidelines (ADAAG).
- Meet with the State Fire Marshal (SFM) for schematic level plan review.
- Signage: Provide a signage narrative.

- Create preliminary specifications with preferred systems, minimum performance criteria, and compatible products.
- Packaging and distributing all electronic CAD and REVIT drawings for distribution to the DBEs.
- Coordination of documents and plans for all FF&E requirements.
- Produce required documents for giving uniform quantitative and qualitative information and direction to DBE teams to establish Bid Pricing.
- Develop a construction cost estimate confirming in writing that Consultant agrees the Project can be achieved within budget and on time for final approval by County.
- Bridging Document phase to be substantially completed within sixteen (16) weeks from issuance of the Notice to Proceed.

Deliverables:

- Final bridging documents in CAD/REVIT and PDF and hard copies

Phase 4 – RFQ Development: The objective of this phase shall be to assist County with RFQ development as follows:

- Develop a preliminary architectural report to help attract potential design-build teams during the procurement phase of this Project. This includes a detailed narrative of the Project, including elevations and site plan that County can use to solicit potential bidders.
- Assist with contractor invitation as well as the Project description. Information shall include description of County, description of the Project, any known expectations and any other necessary background information.
- Assist in developing any necessary selection criteria and weighting. The goal to keep the RFQ process transparent and easily understood by participants as well as the general public.

Deliverables:

- Preliminary architectural report

Phase 5 – RFP Development/Procurement: The objective of this phase shall be to assist County with RFP development as follows:

- Assist County staff to develop Division 00 (Procurement and Contracting Requirements) and Division 01 (General Requirements) specifications and documents/exhibits necessary to submit to the Board State of Community Corrections (BSCC) for approval.
- Assist with any necessary support during the DBE selection and contracting process.

- Assist with identifying general terms and conditions (GTC); assist in developing any necessary templates to provide bidders a framework to follow when they consider making a bid.
- Assist with any desired pre-qualification requirements and questionnaires. Additionally assist with any necessary non-disclosure agreements (NDA) or confidentiality letters that may be necessary prior to a prospective DBE or supplier receiving plans, specifications, or documents which may be considered restricted.
- Assist with any necessary Architectural/Engineering (A&E) or Question/Answer (Q&A) support during the bid phase.
- Attend and assist in presenting plans and budgets to El Dorado County Board of Supervisors.
- Assist with review/comments on RFP prepared by Consultant and County.
- Assist in developing best value criteria and scoring criteria.
- Assist in reviewing qualifications and in the selection of design/build (D/B) teams.

Phase 6 – Estimating: Estimating services shall be provided throughout the duration of this Project. Services shall include but not be limited to:

- Consultant shall provide any necessary 3-page format construction estimates as required by the BSCC including but not limited to those required for the final approval of the bridging documents.
- Consultant shall ensure data from the information and estimates provided shall coordinate with the updated Budget Summary Table as requested by the BSCC or other government agencies.

Phase 7 – Board State of Community Corrections (BSCC), Department of General Services (DGS), Department of Finance (DOF), State Public Works Board (SPWB), State Fire Marshal (SFM) Approvals: Provide and perform the following:

- Consultant shall prepare and submit all required plans and documents for the State BSCC, DGS, DFS, SPWB, and SFM for review and approval.
- Consultant shall revise and resubmit as required until final approvals are obtained from all the State agencies that are involved with the Project.

Phase 8 – Procurement Support: Evaluate D/B final architectural, Mechanical/Electrical/Plumbing (MEP), civil, low voltage, and security electronic responses and proposals and assist with interviews and confidential meetings with the DBE teams while they are developing their responses to the RFP.

- Attend pre-bid conference/presentations as necessary.

- Consult with County concerning the determination or acceptability of D/B proposed substitute materials and systems proposed by D/B bidders.
- Consult with County concerning the determination or acceptability of D/B proposed changes in design or approach. Submit clarifications as appropriate.
- Assist in the evaluation of the bids and submissions. Review bids versus the weighted factors and develop a Design Criteria Consultant (DCC) team response for County designated selection team.
- Respond to questions of County selection team as appropriate. Assist, as necessary, presenting any relevant DBE selection information to the El Dorado County Board of Supervisors.
- Contractor shall remain independent as outlined in County Conflict of Interest policy pertaining to design-build work.

Phase 9 – DBE Conformance to Bridging Design: Consultant shall assist and consult with County by reviewing D/B designs and construction documents to assure compliance with bridging documents design intent.

- Act as liaison between County, authorities with jurisdiction, the D/B architect and engineers, and the stakeholders to assure compliance with design intent, applicable codes, and construction standards.
- Review D/B team's 50%, 90%, and 100% design submittals, and prepare written recommendations as appropriate.
- Provide peer review of design-builder's MEP, architectural, and any other special systems design and calculations.
- Review requests for information (RFI) for design intent.

Phase 10 – DBE Team Construction:

- Respond to phone calls and questions regarding design intent advice, substitution requests and RFI, and submittals for conformance to the requirements of the Bridging Documents.
- Provide Substantial / Final Completion assistance.
- Assist in developing a Project punch list.
- Assist in coordination and review of closeout and commissioning vendors and documents.
- Assist in the review of DBE's REVIT model and final as-builts.

Vanir Construction Management

Exhibit B

Cost Proposal

Phase	Description	Cost
1	Project Initiation	\$ 2,825
2	Building/Site Investigation and Program Completion	\$ 7,690
3	Bridging Documents	\$ 307,275
4	RFQ Development	\$ 8,120
5	RFP Development/Procurement	\$ 22,330
6	Estimating	\$ 26,780
7	Board State of Community Corrections, Department of General Services, Department of Finance, State Public Works Board, State Fire Marshal Approvals	\$ 11,090
8	Procurement Support	\$ 29,000
9	DBE Conformance to Bridging Design	\$ 28,940
10	DBE Team Construction	\$ 19,080
	Subtotal	\$ 463,130
	Contingency Services	\$ 30,000
	Total Not to Exceed	\$ 493,130

*All expenses and their distribution among Phases 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 Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Phases, tasks, and Contingency Services identified herein subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded. Contingency services shall be billed hourly in accordance with Exhibit C, Fee Schedule.

Vanir Construction Management

Exhibit C

Fee Schedule

Position	Rate
Project Director	\$ 165
Lead Planning Director	\$ 160
Assitant Planner	\$ 125
Project Manager - Lead	\$ 165
Project Manager - Asst.	\$ 140
Construction Mgr - Lead	\$ 155
Project/Field Engineer	\$ 155
Project Controls	\$ 125
IOR	\$ 135
Architect - Lead	\$ 175
Architect - Asst. / Arch. 1	\$ 160
Build Information Modeling Specialist	\$ 100
Build Information Modeling Tech	\$ 115
Engineer	\$ 155
Jail Expert/Specialist	\$ 165
Lead Criminal Justice Specialist	\$ 165
Criminal Justice Specialist	\$ 100
Constructability	\$ 145
Certified Access Specialist	\$ 160
Scheduler - Lead	\$ 155
Scheduler - Asst.	\$ 150
Cost Estimator - Lead	\$ 155
Cost Estimator - Asst.	\$ 150
Administrative	\$ 105
Clerical	\$ 105
Subconsultants	Cost + 10%

The above rates may be adjusted annually with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.