

## CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 3/12/19

Need Date: 3/26/19

### PROCESSING DEPARTMENT:

Department: Procurement & Contracts

Dept. Contact: Matthew Potter

Phone: X5417

Department: \_\_\_\_\_

Head Signature: *[Signature]*

Sandy Ewert  
Sr. Department Analyst

### CONTRACTOR:

Name: Vanir Construction Management

Address: 4540 Duckhorn Dr. Suite 300

Sacramento, CA 95834

Phone: 916-575-8888

Org Code: 0640450

### CONTRACTING DEPARTMENT: CAO - Facilities

Service Requested: Review and Approve

Contract Term: 4 years Contract Value: \$290,000

### COUNTY COUNSEL: (must approve all contracts and MOU's)

Approved: X Disapproved: \_\_\_\_\_ Date: 3/21/19 By: *[Signature]*

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

3/14 left msg. for Matt w/ question re: Purchasing Agent authority.

3/20 received v/m message from Matt (he left for me while I was out on vacation) explaining that Facilities will seek Board authorization for Purchasing Agent to sign for this amount.

COUNSEL -- PLEASE FORWARD TO HR/RISK MANAGEMENT -- THANKS!

EL DORADO COUNTY COUNSEL  
2019 MAR 13 AM 5:30

### HR APPROVAL:

Compliance with Human Resources requirements? Yes:  No: \_\_\_\_\_

Compliance verified by: *[Signature]* 3/25/19

### RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved: X Disapproved: \_\_\_\_\_ Date: 3/22/19 By: *[Signature]*

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## Vanir Construction Management, Inc.

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES #159-S1810

**THIS SECOND AMENDMENT** to that Agreement for Services #159-S1810 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 "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide on-call construction and real property management services for the Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #159-S1810, dated September 27, 2017, and First Amendment to Agreement for Services, dated June 12, 2018 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for two (2) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$150,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit A**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement on the following terms and conditions:

I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of September 27, 2017 through September 26, 2021.

II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit A, marked "Hourly Billing Rates," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$290,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, California 95667  
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly 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 XIV, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #159-S1810 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services #159-S1810 on the dates indicated below.


**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

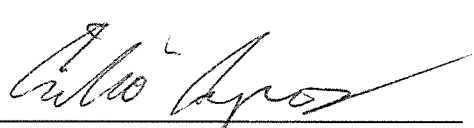
Purchasing Agent  
Chief Administrative Office  
"County"

**--VANIR CONSTRUCTION MANAGEMENT, INC.--**

By:  \_\_\_\_\_

Dated: 5/10/2019

Steven Whitehead  
President  
"Consultant"

By:  \_\_\_\_\_

Dated: 5/10/2019

Emilio Campos  
Chief Financial Officer

# Vanir Construction Management, Inc.

## Exhibit A

### Hourly Billing Rates

#### Annual Fee Schedule

<u>Position</u>	<u>2020</u>	<u>2019</u>
Project Director	\$ 173	\$ 165
Lead Planning Director	\$ 168	\$ 160
Assistant Planner	\$ 131	\$ 125
Project Manager – Lead	\$ 173	\$ 165
Project Manager – Asst.	\$ 147	\$ 140
Construction Manager – Lead	\$ 163	\$ 155
Project/Field Engineer	\$ 163	\$ 155
Project Controls	\$ 131	\$ 125
IOR	\$ 142	\$ 135
Architect – Lead	\$ 184	\$ 175
Architect – Asst. / Arch. 1	\$ 168	\$ 160
BIM Specialist	\$ 105	\$ 100
BIM Tech	\$ 121	\$ 115
Engineer	\$ 163	\$ 155
Jail Expert/Specialist	\$ 173	\$ 165
Lead Criminal Justice Specialist	\$ 173	\$ 165
Criminal Justice Specialist	\$ 105	\$ 100
Constructability	\$ 152	\$ 145
CASp	\$ 168	\$ 160
Scheduler – Lead	\$ 163	\$ 155
Scheduler – Asst.	\$ 158	\$ 150
Cost Estimator – Lead	\$ 163	\$ 155
Cost Estimator – Asst.	\$ 158	\$ 150
Administrative	\$ 110	\$ 105
Clerical	\$ 110	\$ 105

Rates for 2021 shall be approved in writing by the Contract Administrator