

Vanir Construction Management, Inc.

Relocation Planning Phase 2 for Emerald Bay Buildings

AGREEMENT FOR SERVICES #9732

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., CSLB #459092, 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").

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office, Facilities Division in performing services necessary to provide relocation planning for the recently acquired buildings located at 1111, 1113 and 1115 Emerald Bay Road, South Lake Tahoe;

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 and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with Labor Code section 1775;

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 August 22, 2023 Consultant was formally approved to a qualified list for consulting services, Category A Architect: Commercial, Industrial, Landscape, Interior Design, Category B Engineer: Mechanical, Electrical, Plumbing (MEP), Category E Engineer: Structural, Category F Engineer: Solar, and Category G Construction Management as the result of competitive Request for Qualifications (RFQ) #23-918-072;

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 reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant shall furnish, at Consultant's own cost and expense, all personnel, subconsultants, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, 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 Estimate," incorporated herein and made by reference a part hereof.

In addition to the specific services identified in Exhibit A, this Agreement may also include Contingency Services. Such Contingency Services may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator or designee, 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 or designee, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator or designee, 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 or designee, 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 or designee, 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 or designee. 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 or designee. Consultant shall submit all deliverables to County's Contract Administrator or designee, 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 XXVII, 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 three (3) 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 each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes of budgeting the Project Tasks in Exhibit A, the billing amounts for each Project Task 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 Projects, Project Tasks, Other Direct Costs and items of work identified (excluding Contingency Services), subject to County Contract Administrator or designee's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

For the purposes hereof, the hourly billing rates, including Contingency Services, shall be in accordance with Exhibit D, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable for contingency services, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee, if not already approved under each authorized work assignment. There shall be no markups allowed on mileage expenses for Consultant. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed work assignment issued pursuant to this Agreement.

Subconsultant's services, other outside services, other direct costs, including but not limited to, materials, equipment, printing, delivery charges, and copying costs, authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultants costs for the services being billed on those invoices.

Any parts, materials, or equipment used during the performance of work under this Agreement shall be listed on the invoice which shall list the amount being charged to County for same.

The total amount of this Agreement shall not exceed \$892,873.00, inclusive of all Work Orders, and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. Contingency services shall not exceed \$50,000. 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 the documents or other deliverables required by 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 deliverables are received, or proceed as set forth herein below in ARTICLE XXVII, 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 or designee. 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 or designee.

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

Performance Bond (Not Applicable)

ARTICLE VIII

Payment Bond (Not Applicable)

ARTICLE IX

Notification of Surety Company (Not Applicable)

ARTICLE X

Prevailing Wage: County requires Consultant's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Chief Administrative Office, Facilities Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770, et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

ARTICLE XI

Apprentices: Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8 California Code of Regulations section 200, et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Consultant or subconsultant should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Consultant.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE XII

Certified Payroll: As required under the provisions of Labor Code section 1776, Consultant and any subconsultants, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultants in connection with the services provided under this Agreement.

- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Consultant as follows:
1. Make available or furnish to the employee or his or her authorized representative on request.
 2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
 3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Consultant.
 4. All consultants and subconsultants must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE XIII

Protection of Facilities:

- A. Consultant shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Consultant's operations shall be repaired back to its original condition by Consultant at no additional cost to County.
- B. Consultant shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Consultant shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator, or designee.
- D. Consultant shall provide for work by other consultants and County.
- E. Consultant shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator, or designee.

ARTICLE XIV

Safety: Consultant shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Consultant shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Consultant shall be solely responsible for providing a safe place to work for its employees and for employees

of its subconsultants and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

ARTICLE XV

Registration of Consultants: No consultant or subconsultant may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Consultant shall post job site notices as prescribed by 8 California Code of Regulations section 16451.

ARTICLE XVI

Records Examination and Audit Requirements: Consultant and its subconsultants, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE XVII

Payment of all Federal, State, or Local Taxes: Any federal, state, or local tax payable on the articles furnished by Consultant under this Agreement shall be included in rates quoted herein and shall be paid by Consultant.

ARTICLE XVIII

Compliance with all Applicable Laws: Consultant shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing

Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Consultant, is to be construed to permit work not conforming to these codes.

ARTICLE XIX

Reporting Accidents: Consultant shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XX

Workers' Compensation: Consultant shall comply with Labor Code section 3700, et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: *Jerry Avalos*
Jerry Avalos (Oct 13, 2025 15:57:42 PDT)

Dated: 10/13/2025

ARTICLE XXI

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, or designee.

ARTICLE XXII

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, or designee, in writing, authorizes that agreement or sharing of information.

ARTICLE XXIII

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 or to such other person with County's consent 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 XXIV

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 or designee, 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 XXV

Independent Consultant: 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 XXVI

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 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 XXVII

Default, Termination, and Cancellation:

- A. 1. 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 (notice) that shall state the following:
 - a. The alleged default and the applicable Agreement provision, and
 - b. 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.

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

- a. 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.
- b. 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.
- c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect;
 - c. 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.
 - d. A violation of ARTICLE XXXVIII, 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. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXVIII

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
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO
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.: Jerry Avalos, President

or to such other location as Consultant directs.

ARTICLE XXIX

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 XXVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator or designee, 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 XXX

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, representatives, consultants, and subconsultants. This indemnity obligation does not apply to liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant includes the duty of defense, inclusive of that set forth in 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.

The indemnity obligation owed is independent of the obligation to obtain insurance coverage sufficient to protect the County, as described in Article XXXI.

This obligations owed the County under this provision shall survive the termination of this Agreement.

ARTICLE XXXI

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, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent consultants' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, and employees 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 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, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. 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. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- 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, and employees 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, and employees for matters pertaining to the Consultant's performance of services.
- 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, or employees; 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, or employees.
- 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 XXXII

Licenses: Consultant warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code section 7000, et seq.), that its license #459092 is in good standing and that it possesses a Class B-General Building Contractor License as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with 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 XXXIII

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 XXXIV

Environmental and Toxic Warranty: Consultant warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXXV

Guarantees:

- A. Consultant shall guarantee all materials, parts and equipment furnished by Consultant and work performed by Consultant for a period of one (1) year. Consultant warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Consultant shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Consultant should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Consultant the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Consultant expressly agrees to act as co-guarantor of such parts, equipment and materials, and Consultant shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Consultant warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXXVI

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 XXXVII

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 XXXVIII

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 or designee, 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, or any officer or employee of 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 XXVII, Default, Termination, or Cancellation.

ARTICLE XXXIX

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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military

and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. 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 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 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 8103.

ARTICLE XL

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have 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 XLI

County Payee Data Record Form: All independent consultants 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 XLII

Resolution of Claims: Consultant's attention is invited to Public Contract Code section 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections. Your attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written

response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

ARTICLE XLIII

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 XLIV

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 XLV

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 XLVI

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 XLVII

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 XLVIII

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

ARTICLE XLIX

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 L

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 LI

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: *Jerry Avalos*
Jerry Avalos (Oct 13, 2025 15:57:42 PDT)

Dated: 10/13/2025

Jerry Avalos
President
"Consultant"

By: *Amanda White*
Amanda White (Oct 13, 2025 16:22:49 PDT)

Dated: 10/13/2025

Amanda White
Corporate Secretary

Vanir Construction Management, Inc.

Exhibit A

Scope of Work

The County plans to relocate and consolidate various County departments from their current locations in South Lake Tahoe area into acquired buildings at 1111, 1113, and 1115 Emerald Bay Road in South Lake Tahoe. The relocation and consolidation of the departments are planned and executed in two (2) phases. The planning and preliminary design along with conceptual cost estimate and schedule were completed in Phase 1. Phase 2 includes tenant improvements including design, construction documents, agency approvals, construction administration, and close out.

For reference, the County departments impacted are listed below:

❖ Project 1, Phase 2 (1111 Emerald Bay Road):

County Departments	Move From (Current Address)	Move & Consolidate Into
Public Health Agency	1360 Johnson Boulevard, South Lake Tahoe, California, 96150	1111 Emerald Bay Road South Lake Tahoe, California 96150 (Approximately Seven thousand two hundred and thirty (7,230) Square foot (SF), Two (2)-story)
Child Welfare Services	3368 Lake Tahoe Boulevard, South Lake Tahoe, California 96150	

❖ Project 2, Phase 2 (1113 Emerald Bay Road):

County Departments	Move From (Current Address)	Move & Consolidate Into
Child Support Services	3368 Lake Tahoe Boulevard South Lake Tahoe, California 96150	1113 Emerald Bay Road South Lake Tahoe, California 96150 (Approximately Three thousand two hundred and twenty-nine (3,229) square foot (SF), Two (2)-story)
Assessor's Office	3368 Lake Tahoe Boulevard South Lake Tahoe, California 96150	
County Supervisor's Office, District 5	924 Emerald Bay Road, South Lake Tahoe, California 96150	

The County Departments and move locations included in the above tables may vary as programming takes place.

❖ Project 3 (1115 Emerald Bay Road) (executed in parallel with Phase 2 tenant improvement projects at 1111 and 1113 Emerald Bay Road):

The County plans to transform an existing building at 1115 Emerald Bay Road into a multi-purpose conference center to serve County staff in adjacent buildings at 1111 and 1113 Emerald Bay Road as well as other County staff working in the South Lake Tahoe basin.

Tenant Improvement Design and Construction Administration Services at 1111 Emerald Bay Road are as follows: (Executed in parallel with Phase 2 at 1113 and 1115 Emerald Bay Road)

Project 1, Phase 2: Basis of Design (BOD) and Building Program

Based on Phase 1 conceptual design approved by the County, Consultant shall continue with Phase 2 providing Design and Construction Documents. Phase 1 conceptual floor plan for reference is shown in Exhibit B, marked "Program Design," incorporated herein and made by reference a part hereof.

- **General Information:**

- Project Site: Three quarters (0.75) acres (approximately thirty-two thousand and five hundred [32,500] square feet [SF]) for areas that comprise the subject building, parking serving the subject building, and path of travel area serving the subject building. For the purpose of total site area tabulation, the areas pertaining to buildings 1111, 1113, and 1115 Emerald Bay Road are included.
- APN: 032-191-002; 032-191-020
- Tahoe Regional Planning Agency (TRPA) Regional Land Uses: Mixed Use.
- Plan Area Statements: Commercial/Public Service.
- South Lake Tahoe (SLT) Zoning: Commercial.
- Fire District: City of South Lake Tahoe (CSLT).
- Building: two (2)-story commercial building at approximately seven thousand two hundred and thirty (7,230) Gross Square Feet (GSF).

- **Architectural:**

- Shell: Existing to remain with minor improvements only where required for code and efficiency improvements.
- Interior: All areas to be designed with the following considerations:
 - Accessible and barrier free design shall be incorporated throughout the building with floor changes minimized to prevent trip hazards.
 - Minimize dead ends or blind spots in corridors.
 - Maximize visibility from staff stations.
 - Provide locks on all exam room doors.
 - Patient toilet doors that are in-swinging and shall be equipped with hardware that allows them to open out in an emergency.
 - Use durable interior finishes that have infection considerations and products that withstand disinfecting with chemical products, and with inherent antimicrobial qualities that withstand impact and promote the image of a clean and new facility.
- Flooring: Floor coverings shall be classified for commercial use and when identified shall be classified for heavy duty use. Interior floor finishes shall meet all code requirements for slip resistance and applicable sustainability standards.
 - Sheet Vinyl: Use where wet or potentially messy activities will be conducted.

- Carpet: Use carpet tiles with antimicrobial, solution-dyed, and non-moisture absorbent backing.
 - Partitions: Non-bearing interior partitions shall be comprised of gypsum board on metal studs. Non-bearing interior partitions shall be capable of supporting equipment and furnishings. All walls for work/discussion to achieve minimum Sound Transmission Class (STC) ratings required by Federal Government Publications (FGI).
 - Ceiling Systems: In offices, administrative spaces, and public areas, a standard suspended system of two feet by two feet (2'x2') acoustical ceiling tiles of commercial quality will be used to allow for flexibility in partition arrangement and corresponding relocation of mechanical diffusers, lights, sprinklers and other components. In private offices and/or conference spaces, the ceiling material must absorb sound to provide speech privacy and control transfer of sound from machines, computers, light ballasts, and other sources within adjacent areas.
 - Ceiling Heights: Coordinate all ceiling heights and installation of mechanical and electrical systems with existing plenum spaces and structural members to maximize ceiling heights.
 - Hard lid (gypsum board) ceiling to be used where applicable to match existing condition.
 - Fixtures, Furnishings and Equipment (FF&E): fifty percent (50%) to be purchased as new, and fifty percent (50%) to be retained from existing offices for reuse at the new building.
 - Administrative & General Circulation Areas:
 - Cabinet Pulls – Should be recessed, with no protruding openings, or of a closed ligature resistant type.
 - Cabinet Locks – Required in all patient-accessible areas. Cabinets used to store items that patients could use to harm themselves or others should always be locked when patients are present.
 - Offices and Conference Rooms: Utilize windows and storefront systems for maximum daylighting and illumination.
- **Structural:**
 - Structural review of existing building systems to accommodate for tenant improvement.
 - Design of structural reinforcement for new wall opening, infills, mechanical/electrical equipment and fixtures.
 - Modification of existing framing, such as floor elevation as needed.
 - Structural reinforcement of new load and non-load bearing walls.
 - No substantial addition of gravity or lateral load is anticipated.
- **Mechanical (HVAC):**
 - Partial demolition of existing mechanical / heating ventilation and air conditioning (HVAC) systems. Distribution will be reconfigured for new tenant improvement (TI) plan.
 - Exterior air conditioning (AC) units will be replaced with matching indoor coils.

- Indoor distribution and ventilation will require alteration to provide outside air.
 - Building Management System (BMS) to integrate with the County's Alerton brand energy management system (EMS).
 - Evaluate areas requiring ventilation and exhaust systems.
 - The design will be energy cost conscience for lower capital and operational costs.
- **Electrical:**
 - Provide new distribution, wiring, and electrical devices as required to meet the interior alteration.
 - Remove existing lighting. Provide new interior and exterior lighting. Design for interior will be a combination of recessed, surface, and slim panel lighting fixtures. Color tuning can be an option. Lighting controls will meet the Title 20 and 24 energy requirements. Exterior lighting will meet local dark sky and Backlight, Uplight, and Glare (BUG) requirements.
 - California Energy Code Compliance per Title 24.
 - One (1) natural gas generator to serve 1111 building. Unit size and quantity may be adjusted to final building use and energy demands.
 - Phone and Data Acquisition Transfer and Analysis (DATA) Main Point of Entry (MPOE) will be coordinated to the electrical design.
- **Plumbing:**
 - Piping to be reused and reconfigured to meet the interior alterations. Minimal demolition will be required. Several areas will require wash sinks. Breakroom alteration to be included in overall design.
 - Water, sewer, gas, and storm drainage system mains will be inspected and re-used. Grease trap systems will be inspected and pumped or cleaned as needed by a certified septic company for reuse.
 - Alterations to the domestic cold and hot service water will be designed to current building, green, and energy codes with new fixture and service hot water heaters. Water heater will be replaced with like unit that is sized for the demand.
- **Fire Protection and Fire Alarm:**
 - Fire Protection Equipment – All fire alarm pull stations and fire extinguisher cabinets shall be readily accessible. Fire extinguisher cabinets should feature continuous hinges for added durability, recessed pulls to minimize protrusions, and polycarbonate glazing for viewing windows to provide impact resistance and maintain visibility of the extinguisher.
 - Provide/reconfigure a code-compliant Fire Sprinkler system.
 - Provide/reconfigure a code-compliant Fire Alarm system.
- **Security/Electronics/Low Voltage:**
 - Provide physical security & barriers for anti-intrusion suitable for mid-level security (higher than standard commercial).
 - Provide surveillance cameras on interior and exterior areas.
 - Provide alarm system.

- Provide security electronics.
- Provide card key access.
- Provide exterior lighting as needed for enhanced visibility and security. See Electrical.
- **Information Technology (IT)/Data/Technology:**
 - In Coordination with County IT Department, select appropriate racks/cabinets.
 - Specify conduit and cable/patch panels (copper and fiber).
 - Coordinate/specify telephone and data outlet locations.
 - Provide equipment grounding provisions.

Note: Selection of electronic components are not included such as telephone/data switches, wireless access devices, routers and servers. County to provide desired equipment and cut sheets to be included in the construction documents.
- **Hardware:**
 - Exit doors will be locked with electromagnetic locks connected to the fire alarm system.
 - If using door smoke seals, use seals that break into eight inch (8") long segments.
 - Specify Schlage brand or equal for cylinder, core and locks. Other hardware components can be of any brand or make.
- **Safety:**
 - Except in administrative areas, provide handrails and wall guards on both sides of all corridors. Handrail/Wall Guard Combination shall consist of snap-on covers of resilient material, minimum 0.078- inch thick, free-floated on a continuous, extruded aluminum retainer, minimum 0.072-inch thick, anchored to wall at maximum thirty-two inches (32") on center.
 - As an add-alternate, call out on bid documents for Contractor to provide an add-alternate bid for full bullet proof walls and glass surrounding public lobby at Public Health and Child Welfare.
- **Wayfinding:**
 - Identification, personalization of occupied spaces, and orientation are all to be addressed in the design. Wayfinding is to be thought of broadly as building elements, color, texture, and pattern and cues.
- **Code Compliance:**
 - 2022 California Code of Regulations (CCR), Title 24.
 - 2022 Edition of National Fire Protection Association (NFPA) 13
- **Accessibility:**
 - Federal accessibility requirement per Americans with Disabilities Act (ADA) Title II, and 2010 ADA Standards for Accessible Design.
 - California accessibility requirements per 2022 CCR, Title 24, Part 2, Chapter 11B.

- **Sustainability:**

- No United States (U.S.). Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Accreditation goals for the Project.
- Provide minimum requirement if any per California Green Building Standards Code (CCR, Title 24, Part 11).
- The Project does not trigger electric vehicle charging station (EVCS) requirements. EVCS and associated work are not part of Project 1, Phase 2: Scope of Services.

Project 1, Phase 2: Scope of Services

Consultant shall provide the following services:

Task #1: Field Survey and Development of As-Built Documents

- 1.1. Review all preliminary conceptual plans developed in Phase 1 and other relevant documents provided by the County.
- 1.2. Field survey and document existing conditions at 1111 building (one [1] site visit):
 - a. Observe, verify, and document existing as-built building conditions.
 - b. Prepare electronic base site plan, floor plans, elevations and other pertinent drawings of the existing building as needed to support the development of design and construction documents.
 - c. Transfer preliminary design plans from Phase 1 to the new as-built plans and adjust design as needed based on the verified as-built conditions.

Deliverables:

- Document existing as-built conditions
- Electronic base site plan
- Electronic Floor plans, elevations and Other Pertinent drawings of the existing building
- Adjusted design plan

Task #2: Design Development (DD)

- 2.1. Based on approved Phase 1 conceptual design, develop and prepare fifty percent (50%) DD Documents that includes demolition and design plans.
- 2.2. Submit fifty percent (50%) DD Documents package to the County for review and comments.
- 2.3. Coordinate with County as needed with up to three (3) meetings to get feedback/comments and obtain County approval.
- 2.4. Based on approved fifty percent (50%) DD Documents, develop and prepare one hundred percent (100%) DD Documents that includes plans and outline specifications.
- 2.5. Submit one hundred percent (100%) DD Documents package to the County for review and comments.
- 2.6. Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) DD Documents
- Up to three (3) meetings to review (50%) DD Documents
- One hundred percent (100%) DD Documents
- Up to two (2) meetings to review (100%) DD Documents

Task #3: Construction Documents (CD)

- 3.1 Based on approved one hundred percent (100%) DD Documents, develop and prepare fifty percent (50%) CD Documents that includes plans and specifications.
- 3.2 Submit fifty percent (50%) CD Documents package to the County for review and comments.
- 3.3 Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.
- 3.4 Based on approved fifty percent (50%) CD Documents, develop and prepare one hundred percent (100%) CD Documents that includes plans and specifications.
- 3.5 Submit one hundred percent (100%) CD Documents package to the County for review and comments.
- 3.6 Coordinate with County and/or its departments as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) CD Documents
- Up to two (2) meetings to review fifty percent (50%) CD Documents
- One hundred percent (100%) CD Documents
- Up to two (2) meetings to review one hundred percent (100%) CD Documents

Task #4: Cost Estimating

- 4.1 At one hundred percent (100%) DD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from the Phase 1 conceptual cost estimate.
- 4.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 4.3 At one hundred percent (100%) CD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from one hundred percent (100%) DD cost estimate.
- 4.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Cost Estimate for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Cost Estimate for one hundred percent (100%) DD Documents
- Updated Project Cost Estimate for one hundred percent (100%) CD Documents
- Up to one (1) meeting to review Cost Estimate with revisions for one hundred percent (100%) CD Documents

Task #5: Scheduling

- 5.1 At one hundred percent (100%) DD, provide updated Project schedule that captures revisions from Phase 1 conceptual Project schedule from programming to move-in.
- 5.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 5.3 At one hundred percent (100%) CD, provide updated Project schedule that captures revisions from one hundred percent (100%) DD schedule from programming to move-in.
- 5.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Schedule for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule for one hundred percent (100%) DD Documents
- Updated Project Schedule at one hundred percent (100%) CD Documents with revisions from one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule with revisions from one hundred percent (100%) CD Documents

Task #6: Authority Having Jurisdiction (AHJ) Plan Check & Approvals

- 6.1 Submit approved one hundred percent (100%) CD Documents to County Building Department for plan check and approval.
- 6.2 Coordinate with the County Project Manager and Building Department to address plan check comments and prepare revisions as needed to obtain approval for construction.

Deliverables:

- One hundred percent (100%) CD Documents to AHJ

Task #7: Contractor Solicitation/Procurement

- 7.1 Assist the County in preparing and advertising the Public Works Bid for Construction.
- 7.2 Assist in pre-bid conference and site walk as a subject matter expert for the bidders on behalf of and in concert with the County.
- 7.3 Review the awarding bid to ensure it meets design and construction intent.
- 7.4 Assist the County in coordinating contract development.
- 7.5 Assist the County in preparation of contents for contract addenda for the Board of Supervisors.
- 7.6 Coordinate and manage pre-construction meetings and activities with the awarded Contractor and County until issuance of Notice to Proceed (NTP) to the awarded Contractor by the County.

Deliverables:

- Pre-Construction meetings with Contractor
- Bid review

Task #8: Construction Administration and Close Out

- 8.1 Upon issuance of NTP, manage and coordinate weekly virtual Architect/Owner/Contractor (AOC) meetings between Consultant, County, and Contractor. Prepare and distribute meeting minutes.
- 8.2 Upon start of construction, make periodic site visits (one [1] visit per month) to observe and verify that construction complies with approved one hundred percent (100%) CD Documents, and issue meeting minutes/Field Observation Reports (FOR). This replaces one of the weekly virtual meetings every month.
- 8.3 Review and respond/approve Request for Information (RFI)s, Submittals, Proposed Change Orders (PCOs), Pay Applications, Schedules, and other pertinent documents submitted by the Contractor and make recommendations to the County as needed.
- 8.4 Upon notice from the Contractor, make final inspection to determine date of Substantial Completion. Prepare punch list and issue to Contractor.
- 8.5 Conduct follow-up inspection to verify compliance with punch list, issue Final Inspection Report, and recommend County to record Notice of Completion (NOC).
- 8.6 Review close-out documents including Operations and Maintenance manuals, warranties, review tests (adjustment and balance tests) and other documents submitted by the Contractors for completeness and adequacy.
- 8.7 Coordinate with Contractor and its vendors to provide training in new mechanical/electrical systems and controls to the staff, building occupants, and maintenance personnel.
- 8.8 Gather as-built documents from Contractor, prepare final electronic files (AutoCAD/Revit) of the as-built condition of construction, and submit to the County.

Deliverables:

- Weekly virtual Architect/Owner/Contractor (AOC) meetings
- One (1) site visit per month
- Meeting minutes and field observation reports
- Recommendations on RFI's, Submittals, Change Orders, and Schedules
- Pay applications
- Punch List
- Final Inspection Report; determine date of substantial completion
- Coordinate training in new mechanical/electrical systems and controls to County staff, building occupants, and maintenance personnel
- Contractor as-built documents, prepare final electronic file of the as-built condition of construction.

Note: All meetings indicated above will be conducted virtually unless otherwise noted.

Tenant Improvement Design and Construction Administration Services at 1113 Emerald Bay Road are as follows: (Executed in parallel with Phase 2 at 1111 and 1115 Emerald Bay Road)

Project 2, Phase 2: Basis of Design and Building Program

Based on Phase 1 conceptual design approved by the County, Consultant shall continue with Phase 2 providing Design and Construction Documents. Phase 1 conceptual floor plan for reference is shown in Exhibit B.

- **General Information:**

- Project Site: Three quarters (0.75) acres (Approximately thirty-two thousand and five hundred [32,500] square feet [SF]) for areas that comprise the subject building, parking serving the subject building, and path of travel area serving the subject building. For total site area tabulation, the areas pertaining to buildings 1111, 1113, and 1115 Emerald Bay Road are included.
- APN: 032-191-002; 032-191-020
- TRPA Regional Land Uses: Mixed Use
- Plan Area Statements: Commercial/Public Service
- SLT Zoning: Commercial
- Fire District: CSLT Fire Protection District (FPD)
- Building: two (2) story commercial building at approximately three thousand two hundred and twenty-nine (3,229) GSF

- **Architectural:**

- Shell: Existing to remain with minor improvements only where required for code and efficiency improvements.
- Interior: All areas to be designed with the following considerations:
 - Accessible and barrier free design shall be incorporated throughout the building with floor changes minimized to prevent trip hazards.
 - Minimize dead ends or blind spots in corridors
 - Maximize visibility from staff stations
 - Provide locks on all exam room doors (where applies)
 - Public toilet doors that are in-swinging shall be equipped with hardware that allows them to open out in an emergency (where applies)
 - Use durable interior finishes that have infection considerations and products that withstand disinfecting with chemical products, and with inherent antimicrobial qualities that withstand impact and promote the image of a clean and new facility.
- Flooring: Floor coverings shall be classified for commercial use and when identified shall be classified for heavy duty use. Interior floor finishes shall meet all code requirements for slip resistance and applicable sustainability standards.
 - Sheet Vinyl: Use where wet or potentially messy activities will be conducted.
 - Carpet: Use carpet tiles with antimicrobial, solution-dyed, and non-moisture absorbent backing.

Note: Portion of 1st level (Restroom) in 1113 building will require floor system to be re-engineered to be lowered approximately six inches (6") in elevation.

- Partitions: Non-bearing interior partitions shall be comprised of gypsum board on metal studs. Non-bearing interior partitions shall be capable of supporting equipment and furnishings. All walls for work/discussion to achieve minimum STC ratings required by FGI.
 - Ceiling Systems: Where applicable, in offices, administrative spaces, and public areas, a standard suspended system of two feet by two feet (2'x2') acoustical ceiling tiles of commercial quality will be used to allow for flexibility in partition arrangement and corresponding relocation of mechanical diffusers, lights, sprinklers and other components. In private offices and/or conference spaces, the ceiling material must absorb sound to provide speech privacy and control transfer of sound from machines, computers, light ballasts, and other sources within adjacent areas.
 - Ceiling Heights: Coordinate all ceiling heights and installation of mechanical and electrical systems with existing plenum spaces and structural members to maximize ceiling heights.
 - Hard lid (gypsum board) ceiling to be used at 1113 building to match existing condition
 - FF&E: Fifty percent (50%) to be purchased as new, and fifty percent (50%) to be retained from existing offices for reuse at the new building.
 - Administrative & General Circulation Areas:
 - Cabinet Pulls – Should be recessed, with no protruding openings, or of a closed ligature resistant type.
 - Cabinet Locks – Required in all public-accessible areas.
 - Offices and Conference Rooms: Utilize windows and storefront systems for maximum daylighting and illumination.
- **Structural:**
 - Structural review of existing building systems to accommodate for tenant improvement.
 - Design of structural reinforcement for new wall opening, infills, mechanical/electrical equipment and fixtures.
 - Modification of existing framing, such as floor elevation as needed.
 - Structural reinforcement of new load and non-load bearing walls.
 - No substantial addition of gravity or lateral load is anticipated.
 - **Mechanical (HVAC):**
 - Full demolition of all existing mechanical / HVAC systems.
 - Provide a system design using Split systems with Natural gas furnaces that meet/exceed the California Mechanical Code (CMC) and Title 24 (T24) requirements for comfort and ventilation. All electric Heat pumps with Electrical Heat Strips can be an option for low carbon footprint.
 - BMS system to integrate with the County's Alerton Energy Management System (EMS) system.
 - Evaluate areas requiring ventilation and exhaust systems.

- The design will be energy cost conscience for lower capital and operational costs.
- **Electrical:**
 - Provide new distribution, wiring, and electrical devices. Assume building will be a shell.
 - Provide new interior and exterior lighting. Design for interior will be a combination of recessed, surface, and slim panel lighting fixtures. Color tuning can be an option. Lighting controls will meet the Title 20 and 24 energy requirements. Exterior lighting will meet local dark sky and Backlight, Uplight, and Glare (BUG) requirements.
 - California Energy Code Compliance per Title 24.
 - One (1) natural gas generator to serve 1113 and 1115 buildings. Unit size and quantity may be adjusted to final building use and energy demands.
 - Phone and Data Acquisition Transfer and Analysis (DATA) Main Point of Entry (MPOE) will be coordinated to the electrical design.
- **Plumbing:**
 - All piping within the interior spaces will be demolished to logical points of connection.
 - Water, sewer, gas, and storm drainage system mains will be inspected and re-used.
 - Domestic cold and hot service water will be designed to current building, green, and energy codes with new fixture and service hot water heaters. Water heater will be gas type unless Electric Heat Pump is requested for low carbon footprint.
 - New radon system at the 1113 building will be added to ventilate the crawl space.
- **Fire Protection and Fire Alarm:**
 - Fire Protection Equipment – All fire alarm pull stations and fire extinguisher cabinets shall be readily accessible. Fire extinguisher cabinets should feature continuous hinges for added durability, recessed pulls (if applicable) to minimize protrusions, and polycarbonate glazing for viewing windows to provide impact resistance and maintain visibility of the extinguisher.
 - Provide/reconfigure a code-compliant Fire Sprinkler system.
 - Provide/reconfigure a code-compliant Fire Alarm system.
- **Security/Electronics/Low Voltage:**
 - Provide physical security & barriers for anti-intrusion suitable for mid-level security (higher than standard commercial).
 - Provide surveillance cameras on interior and exterior areas.
 - Provide alarm system.
 - Provide security electronics.
 - Provide card key access – Sonitrol.
 - Provide exterior lighting as needed for enhanced visibility and security. See Electrical.

- **IT/Data/Technology:**

- In Coordination with County IT Department, select appropriate racks/cabinets
- Specify conduit and cable/patch panels (copper and fiber)
- Coordinate/specify telephone and data outlet locations
- Provide equipment grounding provisions

Note: Selection of electronic components are not included such as telephone/data switches, wireless access devices, routers and servers. County to provide desired equipment and cut sheets to be included in the construction documents.

- **Hardware:**

- Exit doors will be locked with electromagnetic locks connected to the fire alarm system.
- If using door smoke seals, use seals that break into eight inch (8") long segments.
- Specify Schlage or equal for cylinder, core and locks. Other hardware components can be of any brand or make.

- **Safety:**

- As an add-alternate, call out on bid documents for Contractor to provide an add-alternate bid for full bullet proof walls and glass surrounding public lobby at Child Welfare.

- **Wayfinding:**

- Identification, personalization of occupied spaces, and orientation are all to be addressed in the design. Wayfinding is to be thought of broadly as building elements, color, texture, and pattern and cues.

- **Code Compliance:**

- 2022 California Code of Regulations (CCR), Title 24
- 2022 Edition of NFPA 13.

- **Accessibility:**

- Federal accessibility requirement per ADA Title II, and 2010 ADA Standards for Accessible Design.
- California accessibility requirements per 2022 CCR, Title 24, Part 2, Chapter.11B.

- **Sustainability:**

- No USGBC LEED Accreditation goals for the Project.
- Provide minimum requirement if any per California Green Building Standards Code (CCR, Title 24, Part 11).
- The Project does not trigger electric vehicle charging station (EVCS) requirements. EVCS and associated work are not part of Project 2, Phase 2: Scope of Services.

Project 2, Phase 2: Scope of Services

Consultant shall provide the following services:

Task #1: Field Survey and Development of As-Built Documents

- 1.1. Review all preliminary conceptual plans developed in Phase 1 and other relevant documents provided by the County.
- 1.2. Field survey and document existing conditions at 1113 building (one [1] site visit):
 - a. Observe, verify, and document existing as-built building conditions.
 - b. Prepare electronic base site plan, floor plans, elevations and other pertinent drawings of the existing building as needed to support the development of design and construction documents.
 - c. Transfer preliminary design plans from Phase 1 to the new as-built plans and adjust design as needed based on the verified as-built conditions.

Deliverables:

- Document existing as-built conditions
- Electronic base site plan
- Electronic Floor plans, elevations and Other Pertinent drawings of the existing building
- Adjusted design plan

Task #2: Design Development (DD)

- 2.1. Based on approved Phase 1 conceptual design, develop and prepare fifty percent (50%) DD Documents that includes demolition and design plans.
- 2.2. Submit fifty percent (50%) DD Documents package to the County for review and comments.
- 2.3. Coordinate with County as needed with up to three (3) meetings to get feedback/comments and obtain County approval.
- 2.4. Based on approved fifty percent (50%) DD Documents, develop and prepare one hundred percent (100%) DD Documents that includes plans and outline specifications.
- 2.5. Submit one hundred percent (100%) DD Documents package to the County for review and comments.
- 2.6. Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) DD Documents
- Up to three (3) meetings to review (50%) DD Documents
- One hundred percent (100%) DD Documents
- Up to two (2) meetings to review (100%) DD Documents

Task #3: Construction Documents (CD)

- 3.1 Based on approved one hundred percent (100%) DD Documents, develop and prepare fifty percent (50%) CD Documents that includes plans and specifications.
- 3.2 Submit fifty percent (50%) CD Documents package to the County for review and comments.

- 3.3 Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.
- 3.4 Based on approved fifty percent (50%) CD Documents, develop and prepare one hundred percent (100%) CD Documents that includes plans and specifications.
- 3.5 Submit one hundred percent (100%) CD Documents package to the County for review and comments.
- 3.6 Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) CD Documents
- Up to two (2) meetings to review fifty percent (50%) CD Documents
- One hundred percent (100%) CD Documents
- Up to two (2) meetings to review one hundred percent (100%) CD Documents

Task #4: Cost Estimating

- 4.1 At one hundred percent (100%) DD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from the Phase 1 conceptual cost estimate.
- 4.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 4.3 At one hundred percent (100%) CD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from one hundred percent (100%) DD cost estimate.
- 4.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Cost Estimate for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Cost Estimate for one hundred percent (100%) DD Documents
- Updated Project Cost Estimate for one hundred percent (100%) CD Documents
- Up to one (1) meeting to review Cost Estimate with revisions for one hundred percent (100%) CD Documents

Task #5: Scheduling

- 5.1 At one hundred percent (100%) DD, provide updated Project schedule that captures revisions from Phase 1 conceptual Project schedule from programming to move-in.
- 5.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 5.3 At one hundred percent (100%) CD, provide updated Project schedule that captures revisions from one hundred percent (100%) DD schedule from programming to move-in.
- 5.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Schedule for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule for one hundred percent (100%) DD Documents
- Updated Project Schedule at one hundred percent (100%) CD Documents with revisions from one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule with revisions from one hundred percent (100%) CD Documents

Task #6: AHJ Plan Check and Approvals

- 6.1 Submit approved one hundred percent (100%) CD Documents to County Planning and Building Department for plan check and approval.
- 6.2 Coordinate with the County Project Manager and Building Department to address plan check comments and prepare revisions as needed to obtain approval for construction.

Deliverables:

- One hundred percent (100%) CD Documents to AHJ.

Task #7: RFP and Contractor Solicitation/Procurement

- 7.1 Assist the County in preparing and advertising the Public Works Bid for Construction.
- 7.2 Assist in pre-bid conference and site walk as a subject matter expert for the bidders on behalf of and in concert with the County.
- 7.3 Review the awarding bid to ensure it meets design and construction intent.
- 7.4 Assist the County in coordinating contract development.
- 7.5 Assist the County in preparation of contents for contract addenda for the Board of Supervisors.
- 7.6 Coordinate and manage pre-construction meetings and activities with the awarded Contractor and County until issuance of Notice to Proceed (NTP) to the awarded Contractor by the County.

Deliverables:

- Pre-Construction Meetings with Contractor
- Bid review

Task #8: Construction Administration and Close Out

- 8.1 Upon issuance of NTP, manage and coordinate weekly virtual Architect/Owner/Contractor (AOC) meetings between Consultant, County, and Contractor. Prepare and distribute meeting minutes.
- 8.2 Upon start of construction, make periodic site visits (one [1] visit per month) to observe and verify that construction complies with approved one hundred percent (100%) CD Documents, and issue meeting minutes/Field Observation Reports (FOR). This replaces one of the weekly virtual meetings every month.
- 8.3 Review and respond/approve RFIs, Submittals, Proposed Change Orders (PCOs), Pay Applications, Schedules, and other pertinent documents submitted by the Contractor and make recommendations to the County as needed.

- 8.4 Upon notice from the Contractor, make final inspection to determine date of Substantial Completion. Prepare punch list and issue to Contractor.
- 8.5 Conduct follow-up inspection to verify compliance with punch list, issue Final Inspection Report, and recommend County to record Notice of Completion (NOC).
- 8.6 Review close-out documents including Operations and Maintenance manuals, warranties, review tests (adjustment and balance tests) and other documents submitted by the Contractors for completeness and adequacy.
- 8.7 Coordinate with Contractor and its vendors to provide training in new mechanical/electrical systems and controls to the staff, building occupants, and maintenance personnel.
- 8.8 Gather as-built documents from Contractor, prepare final electronic files (AutoCAD/Revit) of the as-built condition of construction, and submit to the County.

Deliverables:

- Weekly virtual Architect/Owner/Contractor (AOC) meetings
- One (1) site visit per month
- Meeting minutes and field observation reports
- Recommendations on RFI's, Submittals, Change Orders, and Schedules
- Pay applications
- Punch List
- Final Inspection Report; determine date of substantial completion
- Coordinate training in new mechanical/electrical systems and controls to County staff, building occupants, and maintenance personnel
- Contractor as-built documents, prepare final electronic file of the as-built condition of construction.

Note: All meetings indicated above will be conducted virtually unless otherwise noted.

Tenant Improvement Design and Construction Administration Services at 1115 Emerald Bay Road are as follows:

Project 3, (in Parallel with Phase 2 at 1111 and 1113 Emerald Bay Road): Basis of Design (BOD) and Building Program

Based on conceptual plans approved by the County and shown in Exhibit B, and program/preliminary Structural design prepared by Miyamoto provided by the County, Consultant shall continue with Phase 2 providing Design and Construction Documents.

- **General Information:**
 - Project Site: Three quarters (0.75) acres (Approximately thirty-two thousand and five hundred [32,500] square feet[SF]) for areas that comprise the subject building, parking serving the subject building, and path of travel area serving the subject building. For total site area tabulation, the site areas pertaining to buildings at 1111, 1113, and 1115 Emerald Bay Road are included.
 - APN: 032-191-002.
 - TRPA Regional Land Uses: Mixed Use.
 - Plan Area Statements: Commercial/Public Service.

- SLT Zoning: Commercial.
- Fire District: CSLT FPD.
- Building: two (2)-story commercial building at approximately two thousand five hundred (2,500) GSF.
- **Architectural:**
 - Shell: Existing to remain with minor improvements if any or only where required for code and efficiency improvements to the extent of not requiring TRPA review and approval.
 - Interior: All areas to be designed with the following considerations:
 - Existing second floor (attic space) will be abandoned and is not part of Project 3.
 - Accessible and barrier free design shall be incorporated throughout the first floor of the building with floor level changes minimized to prevent trip hazards except for existing Classroom (New Storage Room).
 - Existing interior floor levels vary approximately one-half inch (1/2"), and from exterior porch to interior space. Floors will be raised/lowered as needed where required to comply with accessibility requirements except for existing Classroom (New Storage Room).
 - Flooring: Floor coverings shall be classified for commercial use and when identified shall be classified for heavy duty use. Interior floor finishes shall meet all code requirements for slip resistance and applicable sustainability standards.
 - Sheet Vinyl: Where applicable, use where wet or potentially messy activities will be conducted.
 - Carpet: Where applicable, use carpet tiles with antimicrobial, solution-dyed, and non-moisture absorbent backing.
 - Walls/Partitions: Non-bearing interior partitions shall be comprised of gypsum board on metal studs (or wood studs where appropriate). Non-bearing interior partitions shall be capable of supporting equipment and furnishings. All walls for work/discussion to achieve minimum STC ratings required by FGI.
 - Ceiling Systems: Where ceiling tiles are applicable in offices, administrative spaces, and public areas, a standard suspended system of two feet by two feet (2'x2') acoustical ceiling tiles of commercial quality will be used to allow for flexibility in partition arrangement and corresponding relocation of mechanical diffusers, lights, sprinklers and other components. In private offices and/or conference spaces, the ceiling material must absorb sound to provide speech privacy and control transfer of sound from machines, computers, light ballasts, and other sources within adjacent areas.
 - Ceiling Heights: Coordinate all ceiling heights and installation of mechanical and electrical systems with existing plenum spaces and structural members to maximize ceiling heights.
 - Hard lid (gypsum board) ceiling to be used at 1115 building to match existing condition.

- FF&E: To be purchased as new by the County. Basis of design will be shown on plan for space planning purposes and reference.
- **Structural:**
 - Structural review of existing building systems to accommodate for tenant improvement.
 - Design of structural reinforcement for new wall opening, infills, mechanical/electrical equipment and fixtures based on structural drawings.
 - Modification of existing framing, such as floor elevation as needed.
 - Structural reinforcement of new load and non-load bearing walls as needed.
 - No substantial addition of gravity or lateral load is anticipated.
- **Mechanical (HVAC):**
 - Full demolition of existing mechanical / heating ventilation and air conditioning (HVAC) systems.
 - Provide a system design using Split systems with Natural gas furnaces that meet/exceed the CMC and T24 requirements for comfort and ventilation. All electric Heat pumps with Electrical Heat Strips can be an option for low carbon footprint.
 - BMS system to integrate with the County's Alerton EMS system.
 - Evaluate areas requiring ventilation and exhaust systems.
 - The design will be energy cost conscience for lower capital and operational costs.
- **Electrical:**
 - Provide new distribution, wiring, and electrical devices as required to meet the interior alteration. Assume building will be a shell.
 - Provide new interior and exterior lighting. Design for interior will be a combination of recessed, surface, and slim panel lighting fixtures. Color tuning can be an option. Lighting controls will meet the Title 20 and 24 energy requirements. Exterior lighting will meet local dark sky and Backlight, Uplight, and Glare (BUG) requirements.
 - California Energy Code Compliance per Title 24.
 - Share one (1) natural gas generator with 1113 building. Unit size and quantity may be adjusted to final building use and energy demands.
 - Phone and Data Acquisition Transfer and Analysis (DATA) Main Point of Entry (MPOE) will be coordinated to the electrical design.
- **Plumbing:**
 - All piping within the interior spaces will be demolished to logical points of connection.
 - Water, sewer, gas, and storm drainage system mains will be inspected and re-used.
 - Domestic cold and hot service water will be designed to current building, green, and energy codes with new fixture and service hot water heaters. Water heater will be gas type unless Electric Heat Pump is requested for low carbon footprint.

- **Fire Protection and Fire Alarm:**
 - Not part of scope. There is no existing fire sprinkler or fire alarm systems, and are not required in this building.
- **Security/Electronics/Low Voltage:**
 - Provide physical security & barriers for anti-intrusion suitable for mid-level security as needed.
 - Provide surveillance cameras on interior and exterior areas.
 - Provide alarm system.
 - Provide card key access.
 - Provide exterior lighting as needed for enhanced visibility and security.
- **IT/Data/Technology:**
 - In Coordination with County IT Department, select appropriate racks/cabinets.
 - Specify conduit and cable/patch panels (copper and fiber).
 - Coordinate/specify telephone and data outlet locations.
 - Provide equipment grounding provisions.

Note: Selection of electronic components are not included such as telephone/data switches, wireless access devices, routers and servers. County to provide desired equipment and cut sheets to be included in the construction documents.

- **Hardware:**
 - If fire alarm system is provided, exit doors will be locked with electromagnetic locks connected to the fire alarm system.
 - If using door smoke seals, use seals that break into eight inch (8") long segments.
 - Specify Schlage brand or equal for cylinder, core and locks. Other hardware components can be of any brand or make.
- **Safety:**
 - Standard safety provisions will be implemented per County standards.
- **Wayfinding:**
 - Identification, personalization of occupied spaces, and orientation are all to be addressed in the design. Wayfinding is to be thought of broadly as building elements, color, texture, and pattern and cues.
- **Code Compliance:**
 - 2022 California Code of Regulations (CCR), Title 24.
 - 2022 Edition of National Fire Protection Association (NFPA) 13.

- **Accessibility:**
 - Federal accessibility requirement per ADA Title II, and 2010 ADA Standards for Accessible Design.
 - California accessibility requirements per 2022 CCR, Title 24, Part 2, Ch.11B.
- **Sustainability:**
 - No U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Accreditation goals for the Project.
 - Provide minimum requirement if any per California Green Building Standards Code (CCR, Title 24, Part 11).
 - The Project does not trigger electric vehicle charging station (EVCS) requirements. EVCS and associated work are not part of Project 3: Scope of Services.

Project 3: Scope of Services

Consultant shall provide the following services:

Task #1: Field Survey and Development of As-Built Documents

- 1.1. Review preliminary conceptual plans and relevant documents provided by the County.
- 1.2. Field survey and document existing conditions at 1115 building (one (1) site visit):
 - a. Observe, verify, and document existing as-built building conditions.
 - b. Prepare electronic base site plan, floor plans, elevations and other pertinent drawings of the existing building as needed to support the development of design and construction documents.
 - c. Transfer preliminary design plans provided by the County to the new as-built plans design as needed based on the verified as-built conditions.

Deliverables:

- Document existing as-built conditions
- Electronic base site plan
- Electronic Floor plans, elevations and Other Pertinent drawings of the existing building
- Adjusted design plan

Task #2: Design Development (DD)

- 2.1. Based on preliminary design drawings provided by the County, develop and prepare fifty percent (50%) DD Documents that includes demolition and design plans.
- 2.2. Submit fifty percent (50%) DD Documents package to the County for review and comments.
- 2.3. Coordinate with County as needed with up to three (3) meetings to get feedback/comments and obtain County approval.
- 2.4. Based on approved fifty percent (50%) DD Documents, develop and prepare one hundred percent (100%) DD Documents that includes plans and outline specifications.

- 2.5. Submit one hundred percent (100%) DD Documents package to the County for review and comments.
- 2.6. Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) DD Documents
- Up to three (3) meetings to review (50%) DD Documents
- One hundred percent (100%) DD Documents
- Up to two (2) meetings to review (100%) DD Documents

Task #3: Construction Documents (CD)

- 3.1 Based on approved one hundred percent (100%) DD Documents, develop and prepare fifty percent (50%) CD Documents that includes plans and specifications.
- 3.2 Submit fifty percent (50%) CD Documents package to the County for review and comments.
- 3.3 Coordinate with County and/or its departments as needed with up to two (2) meetings to get feedback/comments and obtain County approval.
- 3.4 Based on approved fifty percent (50%) CD Documents, develop and prepare one hundred percent (100%) CD Documents that includes plans and specifications.
- 3.5 Submit one hundred percent (100%) CD Documents package to the County for review and comments.
- 3.6 Coordinate with County and/or its departments as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) CD Documents
- Up to two (2) meetings to review fifty percent (50%) CD Documents
- One hundred percent (100%) CD Documents
- Up to two (2) meetings to review one hundred percent (100%) CD Documents

Task #4: Cost Estimating

- 4.1 At one hundred percent (100%) DD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from the Phase 1 conceptual cost estimate.
- 4.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 4.3 At one hundred percent (100%) CD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from one hundred percent (100%) DD cost estimate.
- 4.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Cost Estimate for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Cost Estimate for one hundred percent (100%) DD Documents
- Updated Project Cost Estimate for one hundred percent (100%) CD Documents

- Up to one (1) meeting to review Cost Estimate with revisions for one hundred percent (100%) CD Documents

Task #5: Scheduling

- 5.1 At one hundred percent (100%) DD, provide updated Project schedule that captures revisions from Phase 1 Project schedule from programming to move-in.
- 5.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 5.3 At one hundred percent (100%) CD, provide updated Project schedule that captures revisions from one hundred percent (100%) DD schedule from programming to move-in.
- 5.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Schedule for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule for one hundred percent (100%) DD Documents
- Updated Project Schedule at one hundred percent (100%) CD Documents with revisions from one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule with revisions from one hundred percent (100%) CD Documents

Task #6: AHJ Plan Check and Approvals

- 6.1 Submit approved one hundred percent (100%) CD Documents to County Building Department for plan check and approval.
- 6.2 Coordinate with the County Project Manager and County Building Department to address plan check comments and prepare revisions as needed to obtain approval for construction.

Deliverables:

- One hundred percent (100%) CD Documents to AHJ.

Note: Submittal to and approval from Tahoe Regional Planning Agency (TRPA) is not part of Scope of Services. Other County departments/agencies that may require plan review will be routed internally by and through the County Building Department.

Task #7: RFP and Contractor Solicitation/Procurement

- 7.1 Assist the County in preparing and advertising the Public Works Bid for Construction.
- 7.2 Assist in pre-bid conference and site walk as a subject matter expert for the bidders on behalf of and in concert with the County.
- 7.3 Review the awarding bid to ensure it meets design and construction intent.
- 7.4 Assist the County in coordinating contract development.
- 7.5 Assist the County in preparation of contents for contract addenda for the Board of Supervisors.
- 7.6 Coordinate and manage pre-construction meetings and activities with the awarded Contractor and County until issuance of Notice to Proceed (NTP) to the awarded Contractor by the County.

Deliverables:

- Pre-Construction meetings with Contractor
- Bid review

Task #8: Construction Administration and Close Out

- 8.1 Upon issuance of NTP, manage and coordinate weekly virtual Architect/Owner/Contractor (AOC) meetings between Consultant, County, and Contractor. Prepare and distribute meeting minutes.
- 8.2 Upon start of construction, make periodic site visits (one [1] visit per month) to observe and verify that construction complies with approved one hundred percent (100%) CD Documents, and issue meeting minutes/Field Observation Reports (FOR). This replaces one of the weekly virtual meetings every month. Continuous on-site supervision during construction is not part of Scope of Services.
- 8.3 Review and respond/approve RFIs, Submittals, Proposed Change Orders (PCOs), Pay Applications, Schedules, and other pertinent documents submitted by the Contractor and make recommendations to the County as needed.
- 8.4 Upon notice from the Contractor, make final inspection to determine date of Substantial Completion. Prepare punch list and issue to Contractor.
- 8.5 Conduct follow-up inspection to verify compliance with punch list, issue Final Inspection Report, and recommend County to record Notice of Completion (NOC).
- 8.6 Review close-out documents including Operations & Maintenance manuals, warranties, review tests (adjustment and balance tests) and other documents submitted by the Contractors for completeness and adequacy.
- 8.7 Coordinate with Contractor and its vendors to provide training in new mechanical/electrical systems and controls to the staff, building occupants, and maintenance personnel.
- 8.8 Gather as-built documents from Contractor, prepare final electronic files (AutoCAD/Revit) of the as-built condition of construction, and submit to the County.

Deliverables:

- Weekly virtual Architect/Owner/Contractor (AOC) meetings
- One (1) site visit per month
- Meeting minutes and field observation reports
- Recommendations on RFI's, Submittals, Change Orders, and Schedules
- Pay applications
- Punch List
- Final Inspection Report; determine date of substantial completion
- Coordinate training in new mechanical/electrical systems and controls to County staff, building occupants, and maintenance personnel
- Contractor as-built documents, prepare final electronic file of the as-built condition of construction.

Note: All meetings indicated above will be conducted virtually unless otherwise noted.

Site Improvement Design and Construction Administration Services at 1111, 1113, and 1115 Emerald Bay Road are as follows: (Executed in parallel with Phase 2 at 1111, 1113, and 1115 Emerald Bay Road)

Projects 1, 2, & 3, Phase 2: Basis of Design and Building Program

Based on Phase 1 conceptual design approved by the County, Consultant shall continue with Phase 2 providing Design and Construction Documents. Phase 1 conceptual floor plan for reference is shown in Exhibit B.

- **General Information:**

- Project Site: Three quarters (0.75) acres (Approximately thirty-two thousand and five hundred [32,500] square feet [SF]) for areas that comprise the subject building, parking serving the subject building, and path of travel area serving the subject buildings. For total site area tabulation, the areas pertaining to both buildings at 1111, 1113, and 1115 Emerald Bay Road are included.
- APN: 032-191-002; 032-191-020; 032-191-002.
- TRPA Regional Land Uses: Mixed Use.
- Plan Area Statements: Commercial/Public Service.
- SLT Zoning: Commercial.
- Fire District: CSLT FPD.

- **Site Work Description:**

- Majority of the site will remain as existing parking lot.
- Provide site boundary and topographic survey with precise grading plan.
- Provide erosion and sedimentation control plan.
- Minor re-leveling of isolated portions of existing pavement may be required for accessible parking spaces and striped path of travel areas to maintain required maximum ADA slope. From initial visual observation, regrading of the site is not anticipated but will be subject to field verification by Civil Engineer.
- Provide/relocate/modify accessible parking spaces and associated striping and signs as required for 1111, 1113, and 1115 buildings.
- Provide a new concrete landing at back entrance/exit at 1111 building to prevent/mitigate water intrusion.
- Construct new accessible ramp for new building entrance at 1113 building.
- Construct or modify existing ramp at 1115 building to comply with code requirements.
- Provide/modify concrete landing at main entrance to 1115 building.
- Provide exterior surveillance camera as part of site security per Electrical.
- Provide additional exterior lighting as needed to improve visibility and site security per Electrical.
- Provide two (2) natural gas generators, one (1) for 1111 building and one (1) for 1113 and 1115 building per Electrical. Unit sizes to be adjusted to final building use and energy demands. Generator for 1113 and 1115 to be provided as an add alternate.
- No change in, softscape or irrigation system.
- No BMP or TRPA review required.

- **Code Compliance:**
 - 2022 California Code of Regulations (CCR), Title 24
 - 2022 Edition of NFPA 13
- **Accessibility:**
 - Federal accessibility requirement per ADA Title II, and 2010 ADA Standards for Accessible Design.
 - California accessibility requirements per 2022 CCR, Title 24, Part 2, Ch.11B.
- **Sustainability:**
 - No USGBC LEED Accreditation goals for the Project.
 - Provide minimum requirement if any per California Green Building Standards Code (CCR, Title 24, Part 11).
 - The Project does not trigger electric vehicle charging station (EVCS) requirements. EVCS and associated work are not part of Scope of Services.

Projects 1, 2, and 3, Phase 2: Scope of Services

Consultant shall provide the following services:

Task #1: Field Survey and Development of As-Built Documents

- 1.1. Review all preliminary conceptual plans developed in Phase 1 and other relevant documents provided by the County.
- 1.2. Field survey and document existing site conditions surrounding 1111, 1113, and 1115 buildings (one [1] site visit):
 - a. Observe, verify, and document existing as-built building conditions.
 - b. Prepare electronic base site plan, floor plans, elevations and other pertinent drawings of the existing building as needed to support the development of design and construction documents.
 - c. Transfer preliminary design plans from Phase 1 to the new as-built plans and adjust design as needed based on the verified as-built conditions.

Deliverables:

- Document existing as-built conditions
- Electronic base site plan
- Electronic Floor plans, elevations and Other Pertinent drawings of the existing building
- Adjusted design plan

Task #2: Design Development (DD)

- 2.1. Based on approved Phase 1 conceptual design, develop and prepare fifty percent (50%) DD Documents that includes demolition and design plans.
- 2.2. Submit fifty percent (50%) DD Documents package to the County for review and comments.
- 2.3. Coordinate with County and/or its departments as needed with up to three (3) meetings to get feedback/comments and obtain County approval.

- 2.4. Based on approved fifty percent (50%) DD Documents, develop and prepare one hundred percent (100%) DD Documents that includes plans and outline specifications.
- 2.5. Submit one hundred percent (100%) DD Documents package to the County for review and comments.
- 2.6. Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) DD Documents
- Up to three (3) meetings to review (50%) DD Documents
- One hundred percent (100%) DD Documents
- Up to two (2) meetings to review (100%) DD Documents

Task #3: Construction Documents (CD)

- 3.1 Based on approved one hundred percent (100%) DD Documents, develop and prepare fifty percent (50%) CD Documents that includes plans and specifications.
- 3.2 Submit fifty percent (50%) CD Documents package to the County for review and comments.
- 3.3 Coordinate with County and/or its departments as needed with up to two (2) meetings to get feedback/comments and obtain County approval.
- 3.4 Based on approved fifty percent (50%) CD Documents, develop and prepare one hundred percent (100%) CD Documents that includes plans and specifications.
- 3.5 Submit one hundred percent (100%) CD Documents package to the County for review and comments.
- 3.6 Coordinate with County as needed with up to two (2) meetings to get feedback/comments and obtain County approval.

Deliverables:

- Fifty percent (50%) CD Documents
- Up to two (2) meetings to review fifty percent (50%) CD Documents
- One hundred percent (100%) CD Documents
- Up to two (2) meetings to review one hundred percent (100%) CD Documents

Task #4: Cost Estimating

- 4.1 At one hundred percent (100%) DD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from the Phase 1 conceptual cost estimate.
- 4.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 4.3 At one hundred percent (100%) CD, provide updated Project cost estimate including both soft and hard construction costs that captures revisions from one hundred percent (100%) DD cost estimate.
- 4.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Cost Estimate for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Cost Estimate for one hundred percent (100%) DD Documents
- Updated Project Cost Estimate for one hundred percent (100%) CD Documents
- Up to one (1) meeting to review Cost Estimate with revisions for one hundred percent (100%) CD Documents

Task #5: Scheduling

- 5.1 At one hundred percent (100%) DD, provide updated Project schedule that captures revisions from Phase 1 conceptual Project schedule from programming to move-in.
- 5.2 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.
- 5.3 At one hundred percent (100%) CD, provide updated Project schedule that captures revisions from one hundred percent (100%) DD schedule from programming to move-in.
- 5.4 Coordinate with County with up to one (1) meeting to get feedback/comments and obtain County approval.

Deliverables:

- Updated Project Schedule for one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule for one hundred percent (100%) DD Documents
- Updated Project Schedule at one hundred percent (100%) CD Documents with revisions from one hundred percent (100%) DD Documents
- Up to one (1) meeting to review Project Schedule with revisions from one hundred percent (100%) CD Documents

Task #6: AHJ Plan Check & Approvals

- 6.1 Submit approved one hundred percent (100%) CD Documents to County Building Department for plan check and approval.
- 6.2 Coordinate with the County Project Manager and County Building Department to address plan check comments and prepare revisions as needed to obtain approval for construction.

Deliverables:

- One hundred percent (100%) CD Documents to AHJ.

Task #7: Contractor Solicitation/Procurement

- 7.1 Assist the County in preparing and advertising the Public Works Bid for Construction.
- 7.2 Assist in pre-bid conference and site walk as a subject matter expert for the bidders on behalf of and in concert with the County.
- 7.3 Review the awarding bid to ensure it meets design and construction intent.
- 7.4 Assist the County in coordinating contract development.
- 7.5 Assist the County in preparation of contents for contract addenda for the Board of Supervisors.

- 7.6 Coordinate and manage pre-construction meetings and activities with the awarded Contractor and County until issuance of Notice to Proceed (NTP) to the awarded Contractor by the County.

Task #8: Construction Administration and Close Out

- 8.1 Upon issuance of NTP, manage and coordinate weekly virtual Architect/Owner/Contractor (AOC) meetings between Consultant, County, and Contractor. Prepare and distribute meeting minutes.
- 8.2 Upon start of construction, make periodic site visits (one [1] visit per month) to observe and verify that construction complies with approved one hundred percent (100%) CD Documents, and issue meeting minutes/Field Observation Reports (FOR). This replaces one of the weekly virtual meetings every month.
- 8.3 Review and respond/approve RFIs, Submittals, Proposed Change Orders (PCOs), Pay Applications, Schedules, and other pertinent documents submitted by the Contractor and make recommendations to the County as needed.
- 8.4 Upon notice from the Contractor, make final inspection to determine date of Substantial Completion. Prepare punch list and issue to Contractor.
- 8.5 Conduct follow-up inspection to verify compliance with punch list, issue Final Inspection Report, and recommend County to record Notice of Completion (NOC).
- 8.6 Review close-out documents including Operations and Maintenance manuals, warranties, review tests (adjustment and balance tests) and other documents submitted by the Contractors for completeness and adequacy.
- 8.7 Coordinate with Contractor and its vendors to provide training in new mechanical/electrical systems and controls to the staff, building occupants, and maintenance personnel.
- 8.8 Gather as-built documents from Contractor, prepare final electronic files (AutoCAD/Revit) of the as-built condition of construction, and submit to the County.

Deliverables:

- Weekly virtual Architect/Owner/Contractor (AOC) meetings
- One (1) site visit per month
- Meeting minutes and field observation reports
- Recommendations on RFI's, Submittals, Change Orders, and Schedules
- Pay applications
- Punch List
- Final Inspection Report; determine date of substantial completion
- Coordinate training in new mechanical/electrical systems and controls to County staff, building occupants, and maintenance personnel
- Contractor as-built documents, prepare final electronic file of the as-built condition of construction.

Note: All meetings indicated above will be conducted virtually unless otherwise noted.

Phase 2 Schedule for Projects 1, 2, and 3 Tasks (Completed concurrently)

Based on discussions and information provided by the County, we have assumed the following project timeline, totaling approximately one hundred and five (105) weeks. This is based on a single contract with a Contractor for 1111 building, 1113 building, 1115 building, and site work.

- Task #1 - Field Survey and Development of As-Built Documents: Three (3) weeks
- Task #2 - Design Development (DD): Eleven (11) weeks
- Task #3 – Construction Documents (CD): Sixteen (16) weeks
- Task #4 - Cost Estimating: Three (3) weeks (some occurring concurrently with Task 2, 3 and 5)
- Task #5 - Scheduling: Three (3) weeks (some occurring concurrently with Task 2, 3 and 4)
- Task #6 - AHJ Plan Check and Approvals: Eight (8) weeks (County Building Department)
- Task #7 - Contract Solicitation/Procurement (the Public Works Bid to NTP): Eighteen (18) weeks
- Task #8 - Construction Administration and Close-Out: Forty-three (43) weeks
- Move-in and Occupancy: Three (3) weeks

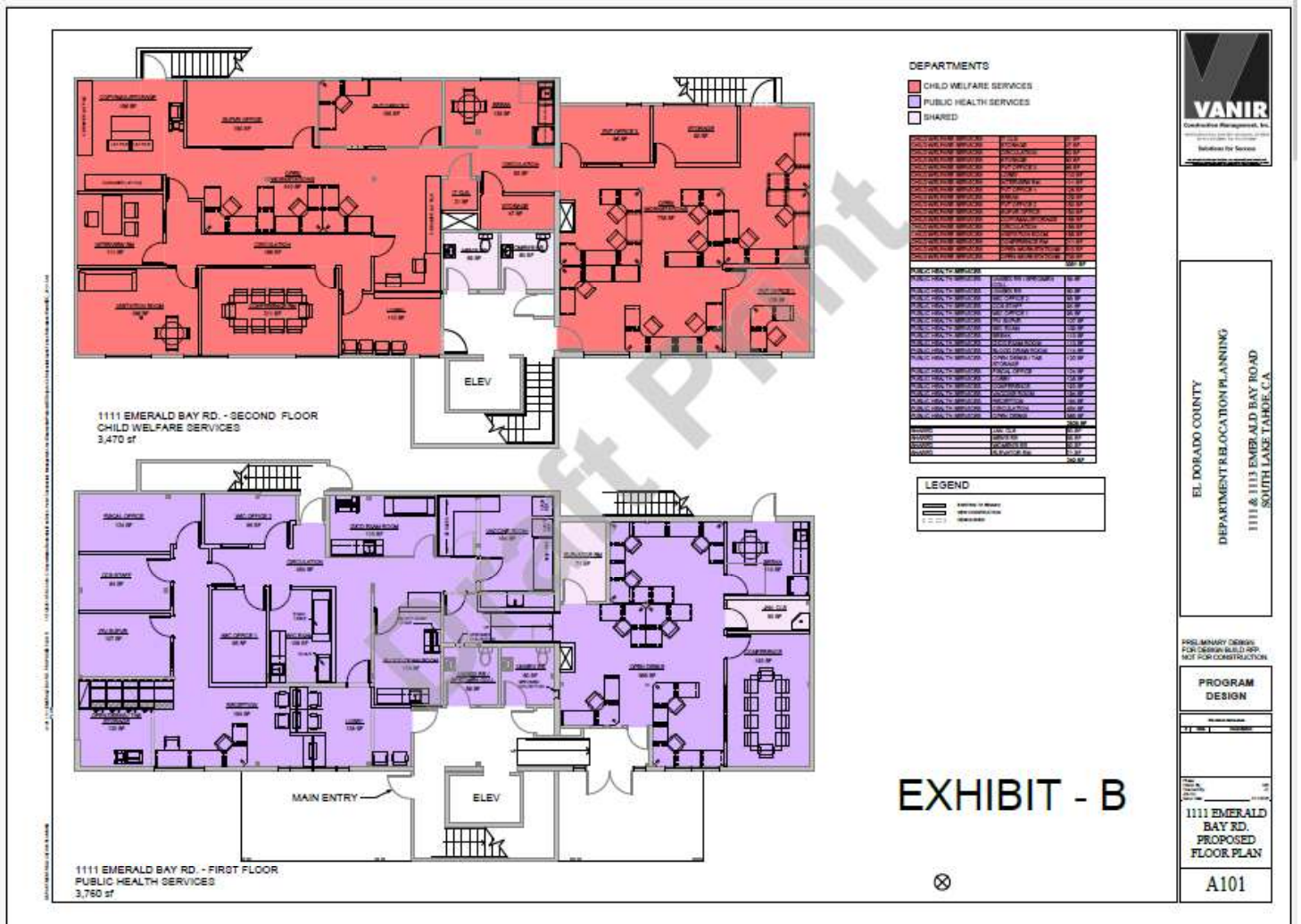
Note: The timeline proposed above is approximate, subject to change which is contingent upon timely responses from and collaboration with the County, and other factors not controlled by the Consultant. A more accurate timeline will be determined, and a finalized Phase 2 Schedule prepared upon gathering more information and completion of design. It is assumed that any other field work conducted by the County or its own contractors that may have a substantial impact on the Phase 2 Schedule will be executed during the preconstruction phases (Task #1 – Task #7) and completed prior to issuance of NTP for Construction.

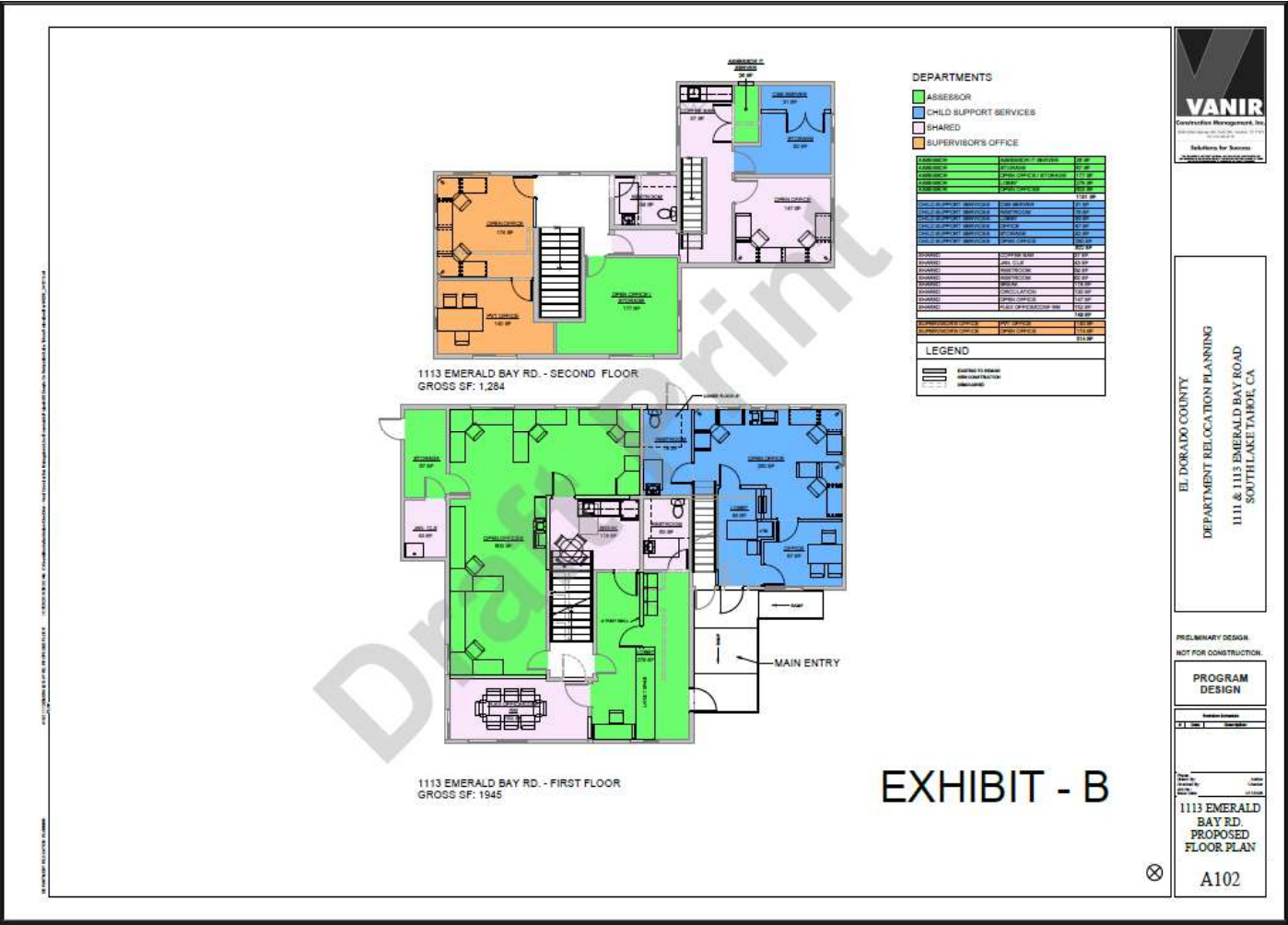
Contingency Work: Additional Services not specifically listed above may be required. Consultant and County will discuss additional Contingency Work when needed. The specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County and Consultant in accordance with ARTICLE I, Scope of Work.

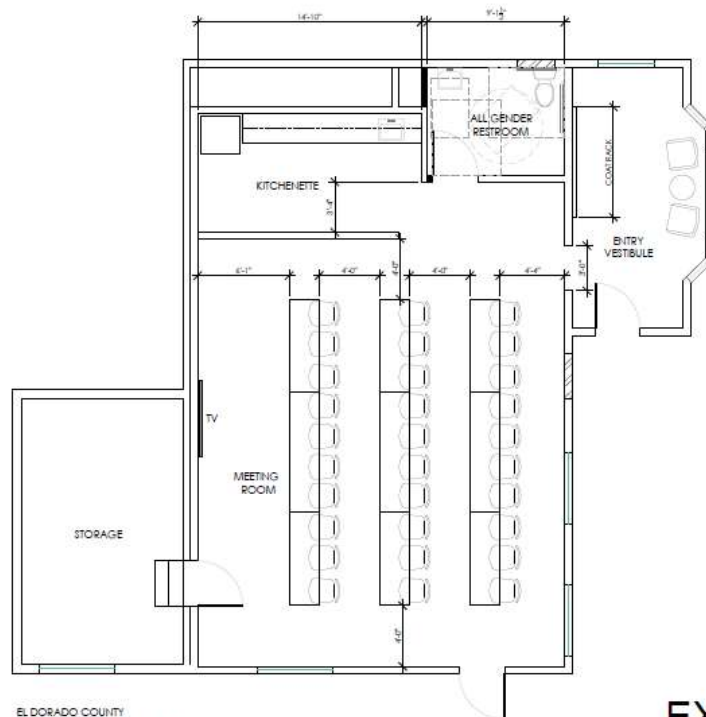
Vanir Construction Management, Inc.

Exhibit B

Program Design

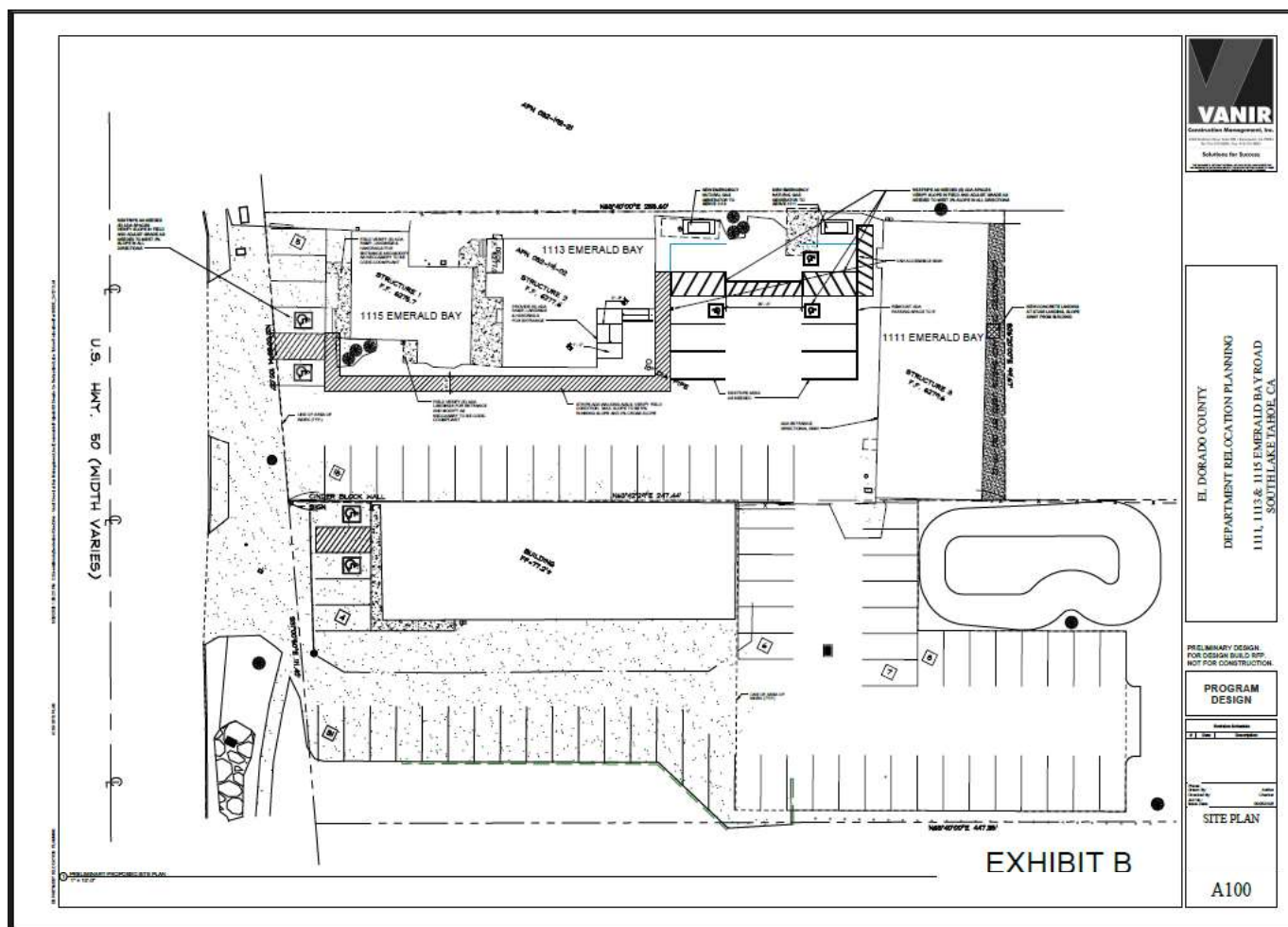






EL DORADO COUNTY
1500 EMERALD BAY RD. - NEW FLOOR PLAN

EXHIBIT - B



Vanir Construction Management, Inc.
Exhibit C
Cost Estimate

Project	Task#	Task Name	Amount
1111 Emerald Bay Road	1	Field Survey and Development of As-Built Documents	\$27,964.00
	2	Design Development (DD)	\$49,552.00
	3	Construction Documents (CD)	\$67,734.00
	4	Cost Estimating	\$32,773.00
	5	Scheduling	\$20,199.00
	6	AHJ Plan Check and Approvals	\$12,066.00
	7	Contractor Solicitation/Procurement	\$22,430.00
	8	Construction Administration and Close-Out	\$117,282.00
		Total	\$350,000.00
1113 Emerald Bay Road	1	Field Survey and Development of As-Built Documents	\$14,962.00
	2	Design Development (DD)	\$29,879.00
	3	Construction Documents (CD)	\$39,866.00
	4	Cost Estimating	\$10,782.00
	5	Scheduling	\$8,972.00
	6	AHJ Plan Check and Approvals	\$6,549.00
	7	Contractor Solicitation/Procurement	\$8,607.00
	8	Construction Administration and Close-Out	\$64,383.00
		Total	\$184,000.00
1115 Emerald Bay Road	1	Field Survey and Development of As-Built Documents	\$11,737.00
	2	Design Development (DD)	\$26,865.00
	3	Construction Documents (CD)	\$34,941.00
	4	Cost Estimating	\$10,782.00
	5	Scheduling	\$8,972.00
	6	AHJ Plan Check and Approvals	\$5,394.00
	7	Contractor Solicitation/Procurement	\$8,607.00
	8	Construction Administration and Close-Out	\$67,845.00
		Total	\$175,143.00
1111, 1113, and 1115 Emerald Bay Road Site	1	Field Survey and Development of As-Built Documents	\$23,492.00
	2	Design Development (DD)	\$26,548.00
	3	Construction Documents (CD)	\$37,867.00
	4	Cost Estimating	\$4,521.00
	5	Scheduling	\$3,847.00
	6	AHJ Plan Check and Approvals	\$5,388.00
	7	Contractor Solicitation/Procurement	\$5,572.00
	8	Construction Administration and Close-Out	\$26,495.00
		Total	\$133,730.00

Subtotal: \$842,873

Contingency Work: \$50,000

TOTAL CONTRACT NOT TO EXCEED: \$892,873

All expenses and their distribution among tasks and buildings 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, buildings, and items of work, and subconsultant's tasks, identified herein, subject to County Contract Administrator or designee's prior 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 shall be invoiced in accordance with ARTICLE III, Compensation for Services and billed in accordance with Exhibit "D" marked "Rate Schedule," incorporated herein and made by reference a part hereof. For the purposes hereof, Contingency Services, if authorized by County's Contract Administrator or designee, shall not exceed \$50,000.00.

Vanir Construction Management, Inc.

Exhibit D

Rate Schedule

Position	Hourly Rate 2025	Hourly Rate 2026	Hourly Rate 2027	Hourly Rate 2028
Area Manager/Principal-in-Charge	\$270	\$284	\$298	\$313
Project Director	\$259	\$272	\$285	\$299
Senior Project Manager	\$235	\$247	\$259	\$272
Project Manager	\$221	\$232	\$243	\$255
Director of Design	\$220	\$231	\$243	\$255
Construction Manager	\$207	\$217	\$228	\$239
Assistant Construction Manager	\$175	\$181	\$187	\$196
Lead Architect	\$235	\$246	\$258	\$271
Architect	\$154	\$162	\$170	\$178
MEP Engineer	\$207	\$217	\$228	\$239
Fire, Life Safety Code Expert/Advisor	\$235	\$247	\$259	\$272
Certified Access Specialist (CAsp)	\$213	\$224	\$235	\$247
Director of Cost Management	\$207	\$217	\$228	\$239
Scheduling Manager	\$207	\$217	\$228	\$239
Constructability Reviewer	\$180	\$189	\$198	\$208
Project Engineer	\$168	\$176	\$185	\$194
Administrative/Clerical	\$141	\$148	\$155	\$163

All project Contingency Services 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 or designee.

Contingency Work: Contingency work shall be invoiced in accordance with ARTICLE III, Compensation for Services. For the purposes hereof, Contingency Services, if authorized by County's Contract Administrator or designee, shall not exceed \$50,000.00.

Subconsultant Services for Contingency Services:

Subconsultant services shall be invoiced in accordance with ARTICLE III, Compensation for Services.

Direct Costs, Other Outside Costs, and Mileage:

Direct costs, other outside costs, and mileage, 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.

Labor shall include travel portal to portal.