

Vanir Construction Management, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7527

THIS FIRST AMENDMENT to that Agreement for Services #7527 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Vanir Construction Management, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 4540 Duckhorn Drive, Suite 300, Sacramento, California 95834 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to provide architectural design services for the permanent Navigation Center for the Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #7527, dated June 6, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the permanent Navigation Center location from 300 Fair Lane, Placerville, California 95667 to 300 Forni Road, Placerville, California 95667;

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of work to include additional services due to the project location change, adding **Exhibit A-1, Amended Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the current expiration date of June 13, 2025 to December 31, 2026, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$109,674, for a new not-to-exceed amount of \$336,696.00, and to update the cost proposal, amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit C, Cost Proposal** with **Exhibit C-1, Amended Cost Proposal**;

WHEREAS, the parties hereto desire to fully-replace specific Articles, replace a paragraph to an Article, and add specific Articles to include updated contract provisions, adding **Exhibit D-1, Updated California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #7527 on the following terms and conditions:

- I. The permanent Navigation Center location has changed from 300 Fair Lane, Placerville, California 95667 to 300 Forni Road, Placerville, California 95667. All references throughout the Agreement of the project location at 300 Fair Lane, Placerville, California 95667 shall now read 300 Forni Road, Placerville, California 95667.
- II. Exhibit A-1, marked "Amended Scope of Work," attached hereto and incorporated herein by reference, has been added to the Agreement. All references to Exhibit A throughout the Agreement shall now read Exhibit A and Exhibit A-1.
- III. Exhibit C, marked "Cost Proposal," is replaced in its entirety with Exhibit C-1, marked "Amended Cost Proposal," attached hereto and incorporated herein by reference. All references to Exhibit C throughout the Agreement are substituted with Exhibit C-1.
- IV. All references to County's Contract Administrator throughout the Agreement shall be replaced with County's Contract Administrator (or designee).
- V. **ARTICLE II, TERM**, of the Agreement is amended in its entirety to read as follows:

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 hereto and shall expire on December 31, 2026, as amended.

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

ARTICLE III

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

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

For the purposes of budgeting the tasks in Exhibit A and Exhibit A-1, the billing amounts for each Phase are identified in Exhibit C-1. In the performance of the services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C-1 among the various Scope of Work Phases and items of work identified (excluding Contingency Work), subject to County Contract Administrator's (or designee) prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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

The total amount of this Agreement shall not exceed \$336,696, as amended, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

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

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

or to such other location as County directs.

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

VII. The following Articles of the Agreement are fully replaced in their entirety to read as follows:

ARTICLE XVIII

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 XXV, Conflict of Interest.

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XXI

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, consultants, and subconsultants. 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 XXII.

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

ARTICLE XXII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional 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, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

VIII. ARTICLE XXV, Conflict of Interest, last paragraph is replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," and Exhibit D-1, marked "Updated California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

IX. The following Articles of the Agreement are added in their entirety to read as follows:

ARTICLE XXXIX

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 XL

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 XLI

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 XLII

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 XLIII

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 XLIV

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 XLV

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 XLVI

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 7, 2024 09:29 PDT) Dated: 10/07/2024

ARTICLE XLVII

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.

Except as herein amended, all other parts and sections of Agreement for Services #7527 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7527 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- VANIR CONSTRUCTION MANAGEMENT, INC. --

By: *Jerry Avalos*
Jerry Avalos (Oct 7, 2024 09:29 PDT)

Dated: 10/07/2024

Jerry Avalos
President
"Consultant"

By: *Sam Lee*
Sam Lee (Sep 27, 2024 10:45 PDT)

Dated: 09/27/2024

Sam Lee
Chief Financial Officer

Vanir Construction Management, Inc.

Exhibit A-1

Amended Scope of Work

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

Scope of Work and Corresponding Phases & Deliverables

As the architect ("Criteria Architect"), Consultant shall provide performance-based Criteria Documents with sufficient information needed for the County to solicit a design-build contract with a design/build entity (DBE) who would finalize the design, carry through construction documents, and construct the project. Documents include conceptual architectural plans, specifications, and other relevant documents. Consultant's scope of services shall include the following services, tasks, and deliverables as outlined below for project site location at 300 Forni Road, Placerville, California 95667.

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

The following bullet point and Meeting deliverable shall be added to Phase 1:

- Hold additional meetings (virtual, in person, or via phone), as determined necessary by County's Contract Administrator (or designee). Prepare meeting minutes and distribute to all attendees.

Meetings: Hold additional meetings (virtual, in person, or via phone), as determined necessary by County's Contract Administrator (or designee). Provide meeting minutes.

Phase 2 - Site Investigation and Program Verification/Completion

The following bullet points shall be added to Phase 2

- Confirm project and programmatic requirements for the Navigation Center and adjust, as necessary, based on new project site.
- Investigate and field verify, as needed, to obtain information on available electrical services, points of connection, and define electrical design requirements.
- Define and provide water requirements for buildings based on fixtures and coordinate with County engineering consultant to show points of connection on new site plan.
- Prepare site plan showing buildings, parking, landscaped area, stormwater/site drainage, and other required site features and elements.
- Provide design of new separate access road for vehicles/pedestrians to the Navigation Center (Add-Alternate item, per Exhibit C-1).
- Conduct site test fit for the new Navigation Center Building to adapt to the programmatic requirements of the Site and revise as necessary.

- Test fit and plan for individual family housing units to site. County to provide specifications.
- Test fit and plan for standalone restroom building for use by family units. County to provide specifications.

The last bullet point of Phase 2 (meetings reference) and the Meetings deliverable shall be replaced in their entirety with the following:

- Hold additional meetings (virtual, in person, or via phone), as determined necessary by County’s Contract Administrator (or designee). Prepare meeting minutes and distribute to all attendees.

Meetings: Hold additional meetings (virtual, in person, or via phone), as determined necessary by County’s Contract Administrator (or designee). Provide meeting minutes.

Phase 3 – Criteria Documents

The last bullet point of Phase 3 (meetings reference) and the Meetings deliverable shall be replaced in their entirety with the following:

- Hold additional meetings (virtual, in person, or via phone), as determined necessary by County’s Contract Administrator (or designee). Prepare meeting minutes and distribute to all attendees.

Meetings: Hold additional meetings (virtual, in person, or via phone), as determined necessary by County’s Contract Administrator (or designee). Provide meeting minutes.

Phase 4 – Third Party Criteria/Program/Design Verification

The following section Design Considerations, Site, shall be replaced in its entirety with the following:

Design Considerations:

Site:

- **Site master plan:** Based on new site design, a site master plan along with basis of design (BOD) shall be developed to show new and future buildings on site, main site vehicular / pedestrian entrance and circulation, paving, parking, landscaping, site lighting, utility connections and other site features, and to accommodate for future adaptive reuse.

Vanir Construction Management, Inc.

Exhibit C-1

Amended Cost Proposal

Phase 1 Project Initiation, Document Reviews, and Kick-Off Meetings	\$34,200.50
Phase 2 Site Investigation and Program Verification / Completion	\$89,712.50
Phase 3 Criteria Documents	\$114,164.50
Phase 4 Third Party Criteria / Program / Design Verification	\$56,218.50
Expenses	\$5,000
Add-Alternate (Separate Access Road)	\$7,400
Contingency Work*	\$30,000

Subconsultant Subtotal: \$53,602

Subconsultant Expenses: \$1,500

Consultant Subtotal: \$240,694

Consultant Expenses: \$3,500

Add-Alternate: \$7,400

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

TOTAL CONTRACT NOT TO EXCEED: \$336,696

*To be billed in accordance with Exhibit B.

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

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

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

Labor shall include travel portal to portal.

Vanir Construction Management, Inc.

Exhibit D-1

Updated California Levine Act Statement

California Levine Act Statement

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

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

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

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

YES NO

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

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

10/07/2024

Date

Vanir Construction Management, Inc.

Type or write name of company

Jerry Avalos

Jerry Avalos (Oct 7, 2024 09:29 PDT)

Signature of authorized individual

Jerry Avalos

Type or write name of authorized individual





7527 Amd I with Vanir Const Management

Final Audit Report

2024-10-07

Created:	2024-09-27
By:	Ross Garner (Ross.Garner@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAGmfCUANF68P9vJQEzalGqY-EN3RoIQ2

"7527 Amd I with Vanir Const Management" History

-  Document created by Ross Garner (Ross.Garner@edcgov.us)
2024-09-27 - 5:39:31 PM GMT- IP address: 207.104.47.251
-  Document emailed to jerry.avalos@vanir.com for signature
2024-09-27 - 5:41:33 PM GMT
-  Document emailed to sam.lee@vanir.com for signature
2024-09-27 - 5:41:33 PM GMT
-  Email viewed by jerry.avalos@vanir.com
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-  Email viewed by sam.lee@vanir.com
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-  Document shared with cheryl.adler@edcgov.us by Ross Garner (Ross.Garner@edcgov.us)
2024-09-27 - 5:41:58 PM GMT- IP address: 207.104.47.251
-  Document shared with janelle.york@edcgov.us by Ross Garner (Ross.Garner@edcgov.us)
2024-09-27 - 5:41:59 PM GMT- IP address: 207.104.47.251
-  Signer sam.lee@vanir.com entered name at signing as Sam Lee
2024-09-27 - 5:45:38 PM GMT- IP address: 12.172.180.2
-  Document e-signed by Sam Lee (sam.lee@vanir.com)
Signature Date: 2024-09-27 - 5:45:40 PM GMT - Time Source: server- IP address: 12.172.180.2
-  Email viewed by jerry.avalos@vanir.com
2024-10-01 - 6:20:50 PM GMT- IP address: 52.44.135.122
-  Email viewed by jerry.avalos@vanir.com
2024-10-03 - 3:45:49 PM GMT- IP address: 52.3.199.226



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 Signer jerry.avalos@vanir.com entered name at signing as Jerry Avalos

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 Document e-signed by Jerry Avalos (jerry.avalos@vanir.com)

Signature Date: 2024-10-07 - 4:29:26 PM GMT - Time Source: server- IP address: 12.172.180.2

 Agreement completed.

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