# SUPPLEMENTAL SERVICES AGREEMENT NO. 1 CAPITAL PROJECT MANAGEMENT SERVICES

TH	IIS SUPPLEMENTAL	SERVICES A	GREEMENT	NO. 1, her	einafter ref	erred to as
Supplemen	ntal Agreement, is mad	e and entered in	nto this	day of		_, 2024, by
and betwee	een the County of Lake	e, hereinafter re	eferred to as C	OUNTY, a	nd Vanir Co	onstruction
Manageme	ent, Inc., hereinafter ref	ferred to as COI	NSULTANT:			

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the COUNTY has entered into a General Services Agreement dated \_\_\_\_\_\_, with CONSULTANT to perform services in support of project delivery of capital projects; and,

WHEREAS, the COUNTY and CONSULTANT now desire to also enter into this Supplemental Agreement with the scope of services described herein for project development for the Sheriff Administration Project.

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements herein set forth, it is hereby agreed:

1. The General Services Agreement remains in full force and effect, and in the performance of this Supplemental Agreement CONSULTANT is held to all provisions and the terms of the General Services Agreement.

### 2. PROJECTS

The project covered by this Supplemental Agreement shall include the following:

Preconstruction management services related to the adaptive reuse of the former National Guard Armory to a Lake County Sheriff Administration Center.

### 3. SCOPE OF WORK

The scope of work covered by this Agreement is described in the Scope of Work and Cost Proposal prepared by CONSULTANT, which is attached as Exhibit "A".

### 4. COMPENSATION

As full compensation for all work or services to be provided by CONSULTANT hereunder, County shall make payments to CONSULTANT based on monthly invoices for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items completed to date and the cost of work remaining. Invoices shall be separate for each facility. Payment will be based on time and materials. Invoices are due and payable upon receipt. The total fee for the project will not exceed \$94,620 without prior approval of the County. Upon satisfactory completion of services summarized in Attachment "A", the final payment of any balance will be due upon receipt of the final invoice. The final invoice shall be submitted within 60-calendar days after completion of the CONSULTANT's work.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services,

CONSULTANT will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

# 5. TERM

CONSULTANT shall begin immediately on the work as assigned and this AGREEMENT shall remain in full force for a period of two (2) years from the date of approval or until terminated by either party .

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

County of Lake, a political subdivision of the State of California	CONSULTANT
ByChair, Board of Supervisors	Vanir Construction Management, Inc.
ATTEST: SUSAN PARKER CLERK TO THE BOARD	APPROVED AS TO FORM: LLOYD GUINTIVANO COUNTY COUNSEL
By	



April 9, 2024

Mr. Lars Ewing

Public Services Director Lake County Public Services 333 Second Street Lakeport, CA 95453

Subject: Vanir Preconstruction Proposal for the Design-Bid-Build Procurement of the Remodel of the National Guard Armory to Sheriff Administration Facility

Dear Lars,

As requested, Vanir Construction Management, Inc. (Vanir) is pleased to submit the Preconstruction CM Services proposal for Remodel of the National Guard Armory to Sheriff Administration Facility. The proposal is for services up to and readying for the procurement phase.

Efforts and deliverable for this phase are on a Time and Material, Not to Exceed basis, and include the follow tasks and deliverables:

- Project Management
  - Work with the Public Services Director and County Legal Counsel to advise and create the Contract utilizing the Lake County Design-Bid-Build contract template:
    - Alternatively, Vanir can provide and suggest alternative contract templates.
    - Review and recommend adjustment to the General Conditions
    - Create the Supplemental Conditions
    - Create the Division 1 General Requirements
    - Write the overall Scope of Work
  - Create the Construction Management Plan
  - o Create, maintain, and update the Milestone Schedule
    - Including recommendations for procurement, selection, construction, closeout, and transition/activation durations
  - Work with the Public Services Director to create the overall project budget:
    - Including soft cost estimates
    - Allowances
    - Recommended contingencies
    - Costs outside the GC's Scope such as FF&E
  - Perform a preliminary assessment and evaluation of the existing National Guard Armory facility as it relates to the Construction Documents
  - Advise on specialty peer design reviews needed
  - Hold courtesy meetings with the Lake County Building Authority. Advise Lake County on third party consultation options for Code compliance reviews.
  - o Develop the GC bidder candidates list.
  - Advise on and develop Pre-Qualifications RFQ.
  - Reconcile the independent Vanir estimate to the Designer of Record estimate.
- Estimating

- o Provide a 50% Construction Documents, Opinion of Probable Costs Estimate
- o Provide a 100% Construction Documents, Opinion of Probable Costs Estimate
- Constructability Review
  - At 90% to 100% Construction Documents utilize the Vanir Constructability Team including Architectural, Structural, Civil, Mechanical, Plumbing, Fire Protection and Electrical disciplines to review and provide comments to the Design of Record Team

Proposed Fee \$94,620 per attached Staffing Plan

Please contact me if you have any questions.

Very Truly Yours,

Myance Druges

Lance Durfee - Senior Project Director, Vanir CM



# Lake County Remodel of the National Guard Armory to Sheriff Administration Facility Project and Construction Management Services Preconstruction Phase 4/9/2024

		2024														
Title	Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Bill Rates	Total
Sr Project Director	Lance Durfee				16	8	8	8	8	8	8	8		72	242.00	17,424
Sr Project Manager	Keith Burnham				20	20	20	20	20	40	40	20		200	206.00	41,200
Admin	TBD				4	4	4	4	4	4	4	4		32	88.00	2,816
Estimator	Ben Sabati				10	10	10	10	10	10	10			70	194.00	13,580
Constructability Review Team	Aldo Lujan				10	10	10	12	12	12	12	12		90	200.00	18,000
Total (Hours)					60	52	52	54	54	74	74	44		464		93,020
Labor Total (\$)					12,284	10,348	10,348	10,748	10,748	14,868	14,868	8,808				93,020
Reimbursable Expense (\$)					200	200	200	200	200	200	200	200				1,600
															Total	94,620