

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26564**

THIS FIRST AMENDMENT (“Amendment”) to Tulare County Agreement Number 26564 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **Vanir Construction Management** (“CONTRACTOR”) as of June 26, 2018, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on May 1, 2014, for the purpose of providing construction management services for the South County Detention Facility;
- B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to extend the agreement time and provide additional construction management services for the South County Detention Facility.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

1. Article III: Specific Terms of the Agreement is hereby revised to read as follows:

- 2. SERVICES TO BE PERFORMED: See attached EXHIBIT A and EXHIBIT A-1
- 3. PAYMENT FOR SERVICES: See attached EXHIBIT B

2. This First Amendment becomes effective as of June 26, 2018.

4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Vanir Construction Management

Date _____

By _____

Print Name _____

Title _____

Date _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By _____
Deputy

Matter # _____



Construction Management, Inc.

June 05, 2018

ATTN: Kyle Taylor
Capital Project Coordinator III
Tulare County Capital Projects
Government Plaza
5961 South Mooney Blvd
Visalia, CA 93277

RE: Tulare County Jail AB 900 Phase II – Add Services Request for Project and Construction Management Services

Dear Mr. Taylor:

Per our discussion, Vanir CM provides the following add services request to continue providing construction management services to Tulare County for the Tulare County Jail AB 900 Phase II Project beyond the duration provided in our original agreement dated May 1, 2014.

Our original agreement had approximately 46 months (pre-construction, construction and transition phase) in duration, but by the end of August 2018, we would have been on the project for 52 months. We have been able to absorb the extension in overall time and additional estimating services provided during the design phase by managing our hours, expenditures, etc....to date. However, the impending time extension to the construction phase and the County's need for assistance during the transition/activation/training and warranty phase has made it necessary to submit this proposal.

Scope of Services

Vanir will continue to provide construction management services in accordance with our original agreement dated May 1, 2014 through the revised contract completion date of August 31, 2018. The construction management activities include commissioning and inspection services, full close-out (extra materials, O&M, Training, PCO's, Change orders, etc...), facilitate the new jail transition/activation/training activities and manage the loose furniture procurement and installation. In addition, Vanir will follow through with lingering punch list/inspection items and establish and implement the warranty process for the new building. The scope of services will run through December 31, 2018.

Proposed Fee

Next page.

ADD SERVICES REQUEST: Project Cost/Timeline

Project/Construction Mgmt. Phase Services	Fees*	% of Total Project Cost \$68,664,000	Schedule Durations **
Construction Phase Tasks <i>(time also allotted in T/A/T & Warranty Phases):</i> Expenses	\$213,000 \$500 \$215,500	0.31%	2 Months
Inspection Services Tasks <i>(time also allotted in T/A/T & Warranty Phases):</i> Expenses Subtotal	\$100,000 \$500 \$100,500	0.15%	
Transition/Activation/Training Phase Tasks: Expenses Subtotal	\$55,000 \$500 \$55,500	0.08%	4 Months
Warranty Phase Tasks: Expenses Subtotal	\$55,000 \$500 \$55,500	0.08%	
Total	\$425,000	0.62%	

* Fees include services needed to support AB 900 South County Jail project.

** The above fees are based on the above identified durations.

Thank you for the opportunity to continue to serve Tulare County. As always, please contact me with any questions.

Sincerely,
VANIR CONSTRUCTION MANAGEMENT, INC.

Jerry Avalos
Vice President/Area Manager

Cc: Steve Whitehead, COO - Vanir
Stefanie Pedler, Project Coordinator - Vanir

EXHIBIT B
I. COMPENSATION AND PAYMENT

1. **Compensation for Basic Services:** The COUNTY shall compensate the CONTRACTOR for performing the Services described in Exhibit A, within timeframes established in Exhibit A as follows:
 - a. A fee not to exceed three million, five-hundred ninety seven thousand five hundred forty eight dollars and zero cents (\$3,597,548.00). The fee breakdown is indicated in Exhibit "A and A-1." This breakdown outlines the various options for each sub-service. The total cost for Basic Services shall not be exceeded without the written agreement of the COUNTY.

2. **Payment:** Payment to be made by the COUNTY to the CONTRACTOR for the cost of providing services will be based on monthly invoices which will set forth in detail the hours actually worked, services provided and employees providing such services during the billing period.

The CONTRACTOR will submit an invoice monthly to the COUNTY for the fee incurred for the billing period. The COUNTY shall endeavor to make payment to the CONTRACTOR of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the COUNTY's receipt of the invoice. COUNTY may, however, withhold or deduct payment otherwise due CONTRACTOR only to the extent CONTRACTOR fails to timely and completely perform material obligations to be performed on its part under this Agreement. If COUNTY shall deduct or withhold payment(s) due CONTRACTOR pursuant to the foregoing, such amounts deducted or withheld will be released to CONTRACTOR after CONTRACTOR shall have cured its failure of performance of a material obligation hereunder.

3. **Compensation for Additional Services:** The CONTRACTOR shall be compensated and payments shall be made for performing Additional Services in the same manner as provided in Exhibit A and A-1. There shall be an increase in the fee set out in Paragraph 1.a. in an amount which is mutually agreeable (including reimbursable expenses, if any, as they may relate to additional services) between the COUNTY and CONTRACTOR. Should Contractor at any time conclude that additional services or further services are required or advisable, Contractor shall promptly so advise County in writing.