

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

THIS SECOND 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 February 05, 2019, 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 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, EXHIBIT A-1 and EXHIBIT A-2
 - 3. PAYMENT FOR SERVICES: See attached EXHIBIT B
- 3. This Second Amendment becomes effective as of February 05, 2019.
- 4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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

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: JASON T. BRITT
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 # _____

EXHIBIT A

Scope of Services

The scope of services outlined on the following pages includes a list of tasks that Vanir will perform at each phase of the project management process. All time durations listed in this Scope of Services are estimates and are subject to change upon approval by both parties. Wherever possible, Vanir will attempt to operate the phases listed in the Scope of Services concurrently.

Working Drawing Phase Services (14 Months)

This duration includes the review time required by the County, BSCC, SFM, CDCR, DOF and DGS prior to bidding.

- Task #1 – Project Management Plan: During the design phase, Vanir will work closely with the architect(s) to initiate project tracking and control methods to ensure that the project is designed in compliance with the County and Sheriff's needs, defined program requirements and design criteria including adherence to established budget and schedule requirements. Essential to this task, is the development of the Project Management Plan. The Project Management Plan will be our "road map" and the guiding document for management of design, bid/award, construction, and project close-out. As a "living" document, the major components of the plan will identify roles and responsibilities, project delivery strategies, public relations, design and construction oversight and management, control agency liaison, lines of communication and approval, project level budget, project level schedule including AB 900 milestones and funding, project controls, reporting, systems, procedures, and commissioning. This plan will become a "virtual" look at the entire project development process. The plan will outline all work activities and assignments to establish a clear understanding of the work expectations necessary for good working relationships among all team members and successful delivery of the project.
- Task #2 – Design Review Meetings: An essential part of the tracking process involves conducting regular meetings with the design team. These meetings include:
 - Initial Working Drawing Phase kick-off meeting
 - Review of progress of the design efforts
 - Review of each consultant's progress
 - Coordination between and among the various engineering disciplines
 - Making course corrections that effect cost, schedule or quality
 - "Over-the-shoulder" review of budget compliance to ensure project is within the approved budget
 - Checks for compliance of the design efforts with the program and any special requirements
 - Review staffing efficiencies through operational programming review and jail design (use knowledge and experience of Retired Undersheriff Cleek, Andy Morgan, Stuart Buck) in collaboration with the Tulare County Sheriff's Office
 - Tracking of ongoing issues which may require input from individuals not present in the meeting
- Task #3 – Cost Management: Effective cost management begins with the establishment of a realistic budget. As the project's budget has already been established (as the design is over 50% complete), Vanir will perform a full estimate at 100% Design Development phase. Although the A/E contract does not require a 50% CD level of documents, Vanir strongly recommends that this be pursued as this will assist in the County's effort to regain compliance with the budget.

Throughout the remaining design process Vanir will prepare cost estimates to confirm the design is in line with budget requirements and will recommend changes should they be required to maintain budget. These cost estimates occur at the completion of the following phases of design:

- 100% Design Development Documents (Full Estimates)
- 50% Construction Documents (Full Estimates)
- 95% Construction Documents (Updated Estimates)

Vanir will help lead estimate reconciliation meetings at each of the above estimates. Throughout the entire design process Vanir will be focused on *Value Engineering* the design. We will be continuously evaluating the impact of the decisions being made by the project team from a cost and operational perspective. This will include not only looking at initial cost but evaluating the overall lifecycle cost. At any time during the design, specific cost estimates can be prepared to evaluate the cost impact of pending decisions, thereby maintaining confidence that the project will bid at or under budget.

- Task #4 – Schedule Management: One of our initial tasks will be to evaluate and make recommendations on the project's master schedule showing all the summary tasks that are required during the life of the project. This master schedule becomes the major reporting vehicle throughout the life of the project. Detailed task information is added during the various stages of planning, design, and construction. All project timetable milestones pertaining to AB900 will be incorporated into the master schedule.

Progress of each phase and its activities are monitored continually and reported regularly to the project team. Vanir has developed stringent schedule specifications for inclusion in the contract documents which are tailored to meet the specific needs of California public construction projects. These schedule specifications require the contractor to provide a schedule containing cost loading, manpower loading and sufficient detail to accurately monitor the progress of construction. These requirements form the basis for sound time management as well as cost/budget control during construction and provide the "teeth" to enforce schedule compliance during construction.

- Task #5 – Constructability & Plan Review: Experience has shown that the ability to reduce project costs is much greater early in the life of a project. Much of the opportunity is past once the contract is out for bid. Thus, technical plan review during the design phase is key to a successful project. Our review of the documents is designed to reduce errors, ambiguities, omissions and conflicts prior to bid. Constructability reviews result in contractors using lower bid contingencies due to clearer bid documents, reduced change orders, fewer schedule impacts and are a key to claims avoidance. Our approach to constructability review centers on a systematic, interdisciplinary review of a project's contract documents that subjects the project documents to an initial review, back-check reviews and comment reconciliation meetings with the intent of aiding the design team in developing complete and fully coordinated contract documents. We will perform this service at 50% CD with a back-check at 95% CD.
- Task #6 – Peer Review (Mechanical, Electrical, Plumbing, Security Electronics Systems, Access Compliance, Fire/Life/Safety, and any others as identified): In conjunction with value engineering process performed through estimating efforts, a peer review of the project's major systems will help determine whether there are potential code issues and help identify opportunities to reduce construction costs.

NOTE: Vanir's Peer Review does not constitute an approval of the above systems. The County's building department and/or 3rd party code reviewer will need to perform code compliance/approval of MEP, structural and accessibility for the project prior to submitting to State Fire Marshal.

- Task #7 – Commissioning (Design Phase): We will perform a focused approach to the commissioning process in all phases of the project for all of your building systems. We have in-house professionals that can perform these commissioning services or we can bring in the required commissioning professionals as part of our team.

Category 1: Provide design review, submittal review and commissioning of MEP systems including HVAC, BMS, lighting, water, renewable systems, emergency systems, and power monitoring systems.

Category 2: Provide significant value in low voltage systems integration including radio, detention and non-detention systems to ensure functional capacity and quality of your communications, data, audio-visual, fire-alarm and security systems.

- Conduct Design Reviews for Commissioned Systems
 - Review of Basis of Design (BoD) developed by the Architect and make recommendations based on current design and past detention facility experience (as there was no Owner Project Requirements, OPR, developed for this project)
 - Incorporating Commissioning in Construction Documents (CDs)
 - Commissioning Plan Development/Implementation
 - Develop Commissioning Specifications
 - Issues log for tracking/action/resolution of Commissioning items throughout the project
- Task #8 – Contractor Pre-Qualification Process (Optional): There are advantages and disadvantages with pre-qualifying contractors for construction projects. Vanir will provide the County an opportunity to assess the list of pros and cons, discuss what is right for the County and the project and make an informed decision. If the County decides to use a pre-qualification process; Vanir will assist with establishing timelines, set-up an appeals process, develop pre-qualification package (RFP) with scoring matrix, marketing of RFP to general contracting community, evaluate pre-qualification package submittals, assist with client interviews and formal notification of pre-qualified contractors. These services would commence approximately 150 calendar days prior to bidding. Vanir can provide this service at an additional fee.

Construction Bids and Award Phase Services (5 months)

Receiving competitive, complete and responsive bids is a fundamental requirement for a successful project. At no time during the entire process, from pre-design through occupancy, is our ability as project managers as graphically demonstrated as during the bidding process. Receiving bids from responsible and reliable contractors at a price within the budget is a basic necessity. While it is true that the underlying work to achieve this objective must be accomplished prior to the bid phase, we can make a difference in getting the best bids for you by our efforts during the bid process.

- Task #1 – Pre-bid Conferences: These conferences are a forum for the project team to impart to the bidders all of the project parameters with emphasis on the unique features and requirements of the project. These parameters normally include information concerning schedule requirements,

time/cost control requirements, access and staging requirements, management and administrative requirements, and technical information on the project.

- Task #2 – Formal Bidding Process: (Optional) Assist the County in performing the “Formal Bid” process in accordance with PUBLIC CONTRACT CODE when opening the project bids. Using the Formal Bid Process the contracts will be awarded to the lowest responsive responsible Bidder based on any combination of Base Bid and Alternates as determined by the County. Bids may be based on any combination of Base Bid and Alternates as determined by the County. All awards will be made in the County's best interest and subject to Count’s final approval. Vanir can provide this service at an additional fee.

Construction Phase Services (24 months)

Vanir’s project manager will be responsible for contract administration and in conjunction with the construction manager will establish and implement the required procedures between the County, the architect and the contractor. Success during the construction phase depends on the establishment and implementation of proper project controls systems along with the establishment of positive working relationships. Vanir will strive to establish trust among all team members and to keep their focus on the overall success of this project. Vanir will complete the following tasks:

- Task #1 – Submittal Procedures: Vanir will establish and maintain the formal process for submission and tracking of project documents including submittals, change orders, payment requests, schedule updates and all other contractually required documents.
- Task #2 – Jobsite Meetings: Our construction manager in conjunction with the County will conduct regular jobsite progress meetings with the contractor and major subcontractors to identify and resolve issues that may impact the progress of the project. We will record, transcribe and distribute minutes to all attendees, the County and all other appropriate parties. At a minimum, jobsite meetings will be held weekly, unless otherwise agreed upon by all parties.
- Task #3 – Quality Assurance: Vanir will work with the County to develop a quality assurance plan for the construction of the project. This plan will define the technical inspection and testing requirements provided by Vanir and third parties, including inspection request forms and inspection flow chart. All technical inspection reports will be in a format approved by Vanir and the County and will be received and distributed by Vanir on a regular basis.
- Task #4 – Construction Observation: Our construction manager will observe the construction effort for the County on a daily basis and report any deviations, defects or deficiencies that are observed in the work. We will work with the contractor and the architect in the timely resolution of identified issues to minimize time and cost impacts.
- Task #5 – Construction Progress Review: On a monthly basis we will review the progress of construction with the contractor, observe work in place, identify properly stored materials and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report which will be prepared and distributed to all appropriate parties. This report will reflect the contractor’s contractual progress and will be the basis for the monthly progress payment to the contractor.
- Task #6 – Monthly Construction Schedule Updates: Vanir will prepare and distribute monthly construction schedule updates. After an evaluation of the actual progress as observed by Vanir, schedule activities will then be assigned percentage complete values in conjunction with the contractor’s progress. A report will be generated to reflect actual progress as compared to

schedule progress noting variances. This report will also be the basis for determining implementation of certain County prerogatives concerning progress of the project should they be required.

- Task #7 – Monthly Construction Payment Reports: Vanir will prepare and distribute the monthly construction payment reports which will be an integral function of the monthly schedule report. This report will reflect the total construction contract price, contractor's payment to date, current payment requested, retainage and actual amounts owed for the current period. The final portion of this report will be a certificate of payment which will be executed by Vanir, the architect and the contractor and transmitted to the County for use in payment to the contractors.
- Task #8 – Change Order Processing System: Vanir will establish and implement a change order processing system. All owner requested changes will first be set forth in a document from the architect outlining in detail the change and accompanied by technical drawings and specifications, if necessary. A request for proposal will be transmitted to the contractor by Vanir and a detailed breakdown of cost and time will be prepared by both the contractor and Vanir prior to negotiation of the change order. Vanir will evaluate the contractor's proposed cost and will make a formal recommendation regarding acceptance of the proposal for a change order.
- Task #9 – Negotiation of Change Order Costs and Time Extensions: Vanir, in conjunction with the County, will negotiate change order costs and time extensions on behalf of the County. Vanir will advise the County of acceptability of price and time extension prior to the execution of any change order.
- Task #10 – Claims Avoidance: Claims avoidance has the highest priority at Vanir, and we are proud of our record of performance in this area. Honest parties can have reasonable, justifiable disagreements over construction claims issues and still resolve these matters by maintaining a professional demeanor. Our team believes that disputes should be resolved at the earliest possible time and that they should be resolved fairly. When disputes do arise, our approach is to research the facts around the issue thoroughly, bring all parties involved to the table, discuss the matter and reach resolution. In our efforts to bring amicable resolution to disputes, we have used several alternative dispute resolution procedures such as Dispute Resolution Boards and Mediation.
- Task #11 – Instruction Manuals & Training: Prior to the conclusion of construction we will work with the contractor and subcontractors to obtain all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the project. These will be transmitted to the appropriate County staff for review prior to scheduling operations and maintenance training in physical and electronic formats, as provided in the construction contract.
- Task #12 – Record Documents: Vanir will perform coordination and expediting functions in connection with the contractor's obligation to provide "record" documents. Although the transmittal of final record documents takes place at the end of the project it is imperative that this activity be monitored from the beginning of construction to assure accurate documents are available. County will own all records prepared for this project..
- Task #13 – Commissioning: Vanir will perform a focused approach to the commissioning process in all phases of the project for all of your building systems. We have in-house professionals that can perform these commissioning services or we can bring in the required commissioning professionals as part of our team.

Category 1: Provide design review, submittal review and commissioning of MEP systems including HVAC, BMS, lighting, water, renewable systems, emergency systems, and power monitoring systems.

Category 2: Provide significant value in low voltage systems integration including radio, detention and non-detention systems to ensure functional capacity and quality of your communications, data, audio-visual, fire-alarm and security systems.

We will schedule and coordinate the commissioning function, document all activities and results, and provide reports to the County.

- o Review Contractor MEP Submittals for sequence of operations and set points
 - o Verifying installation and startup of MEP and low voltage systems
 - o Verifying performance testing in Acceptance Phase
 - o Verify functional testing and preparing of a Commissioning Report
 - o Verify/assist in facilitating Operations and Maintenance training
 - o Complete and provide a Systems Manual for Commissioned Systems
 - o Conduct building systems assessment/warranty review at 9- 11 months after turnover/operation.
- Task #14 - Systems Training: Training will be incorporated into the contract documents for maintenance operations and custody staff. We will assist in the training for the opening of a new institution.
 - Task #15 – Final Completion: Upon completion of all punch list corrective action, Vanir will make a final comprehensive review of the project and issue a report to the County indicating the work performed is acceptable under the contract and make recommendations as to final payment to the contractor and acceptance of the facility.

Construction Manager (CM)

Vanir hereby designates Scott Murphy as the Project's Construction Manager, who, as long as his performance continues to be acceptable to the County, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this scope of services. If the designated Construction Manager is unavailable due to extenuating circumstances, Vanir will provide a replacement subject to Tulare County's prior written approval.

Inspection Services (During Construction Phase, 24 months)

Vanir shall provide competent, comprehensive and cost effective inspection for the Tulare County (County) AB 900 Phase II Jail Expansion project. The inspection services will include one (1) full-time Lead Inspector (LI) (acting as on-site day-to-day IOR under Tulare County's Building Official) Monday through Friday. LI cannot bind the County to any changes. Direction can only be given by the County or its authorized representative. Vanir shall promptly advise the County in writing of any defective and/or incomplete work observed during the course of the Project. This scope of work provides for potential weekend and holiday work, if needed.

1. Review construction phase work schedule and develop a project inspection plan by month and construction sequence per the schedule.
2. Review construction drawings, specifications, and building code to develop a project inspection plan.
3. Review and provide comments on the construction contractor's Project Quality Program.

4. Coordinate records management (see below) with the County on-site representative provided through Vanir Construction Management, so as to not duplicate records management and retention requirements.
5. Attend weekly Owner, Architect, Contractor (OAC) meetings and other special meetings as required by the CM. Attend sub-contractor coordination meetings as required by the contractor and the CM. Attend pre-construction, pre-installation, and other coordination meetings required by the contract documents or scheduled by the contractor for specific specification section.
6. Where necessary, the LI will timely schedule and supervise the special inspector and testing agency, under separate contract with the County, in the performance of their duties. Vanir will promptly advise the County in writing of the need for any such special inspections, to the extent that they have not previously been provided for.
7. The LI shall observe placement of non-structural concrete work.
8. The LI shall provide clear and constant communication with the CM and the contractor throughout the duration of the construction project.
9. The LI will advise the contractor where inspections will be required, in conformance with the approved contract documents and as is customary, so that the contractor can coordinate their workforce effectively.
10. The LI shall communicate with the CM regarding potential change orders and change orders. Review of change orders and tracking of time spent on time and material change orders shall be the LI's responsibility. The CM is the only person, other than other County representative, authorized for the County to issue and approve change orders.
11. Coordinate with the County's Material Testing Lab/Special Inspection Agency, under a separate contract with the County, during the project to ensure optimal work production and avoid any schedule delays.
12. The LI shall track the County's material testing lab/special inspection agency time while on site for purposes of progress payments and provide the information to the County's CM on a monthly and timely basis.
13. Coordinate with the County's Geotechnical Consultant (Soils Engineer Inspector, Technician, etc.), under a separate contract with the County, during the grading/excavation activities to ensure optimal work production and avoid any schedule delays.
14. All inspections for accessibility shall be performed by the LI using the approved documents from the County's 3rd Party Plan Reviewer and the California Building Code (CBC). Any interpretation issues shall be referred to the CM for resolution.
15. Inspection of all fire and life safety building components shall be performed by the LI prior to calling for the State Fire Marshall's office for inspection to ensure effective use of the State Fire Marshall's time. Review of any documents that change the State Fire Marshall approval of this work, shall be coordinated by the LI.
16. Inspection of all in-custody detention building components shall be performed by the LI prior to calling for the Board of State Community and Corrections (BSCC) office for inspection to ensure effective use of the BSCC's time. Review of any documents that change the BSCC's approval of this work, shall be coordinated by the LI through the CM.
17. Any tools, measuring devices and recordings that are necessary in providing comprehensive inspection coverage will be provided by the inspector at no additional costs to County. These devices are limited to what is normally required for this type of construction. Measurement tools will also be used to ensure that required grades and elevations are being maintained by the contractors.
18. Document control for inspector's use will be the responsibility of the LI. The LI will receive all submittals, approved submittals, approved substitutions, inspection requests, Request for Information (RFI's), Change Orders, structural steel mill certificates, reinforcement steel mill certificates, Architect/Engineer Field Reports, State Fire Marshall reports, BSCC reports,

Correction Notices, special inspection reports and lab testing results, etc., which will be recorded and maintained electronically in the LI's field office computer.

19. The LI's field office computer shall automatically be backed up to an electronic file storage system. The County shall have access at any time to the project files (hard copies and electronic), including the back-up electronic file storage system. The County shall have electronic access via remote internet access at all times through the General Contractor's provided internet.
20. The LI will be responsible to prepare any documents that will be needed for the LI to perform inspections which have been requested by the contractor through inspection requests and/or other methods of requesting inspections approved by the LI and CM. These documents will include any submittals for material verification, shop drawings, RFI's, Change Orders, State Fire Marshall reports, BSCC reports, Correction Notices, U.S. Marshal reports, Facility Health reports, and any other standard or special inspection reports and testing lab reports.
21. The LI shall maintain posted (record) drawings and specifications with RFI's, Architectural Supplemental Information (ASI's), and Change Orders. The LI shall maintain a computer/monitor with all project drawings; RFI's, ASI's and change orders posted to the electronic files/drawings as well.
22. The LI will verify all major equipment, materials and fasteners provided by the contractors in the construction of this facility. These inspections will require constant verification of approved submittals and manufacturer's installation requirements for any particular installation.
23. The LI shall verify quantity and condition of any materials stored on or off site for which payment is requested by the Contractor.
24. The LI shall timely pre-review payment applications with the contractor prior to submittal to the CM to ensure appropriate amount of invoice relative to work in place.

Transition Phase Services

Vanir is aware that transition planning needs to start in early project development and be maintained throughout the life of the project to assure a smooth occupancy of the building.

- Task #1 – Scheduling and Coordinating Start-Up and Transition Activities: Vanir will coordinate and schedule all testing of equipment and will assist the County with coordination of the move-in process.
- Task #2 – Policy and Procedures: A manual will be prepared with the assistance of the County staff outlining all state and federal rules for operation of the facility.
- Task #3 – Procurement of FF&E: Vanir will develop an inventory of the furniture, fixtures and equipment needed to carry out the operation of the detention facility and assist in the procurement as required by the County.

Building Information Modeling (BIM) Services for Design, Construction, and Facility Maintenance

BIM Design Phase Services

- Task #1 – Design Phase Management:
 - Assist the Design team in developing a BIM Execution Plan (BEP) for the design effort; an overall information and data management plan that includes assignment of roles and responsibilities for model creation, clash detection and coordination, data integration, and final expected use for the model as a facilities management tool.

- Conduct periodic reviews of the design team’s model to ensure that required minimum model standards are being included. The reviews will evaluate the conformance to the appropriate Level of Development of the model as defined in the AIA E202 BIM Protocol Exhibit and as outlined in the BIM execution plan. Model reviews shall occur at 100% completion of the Design Development phase and at 50% and 100% completion of Construction Documentation Phase. Reviews will be conducted by reviewing the electronic files submitted by the Design team. We will manipulate and review the model using the appropriate software such as REVIT or Navisworks.
- The BIM review will be documented in a report that will be provided electronically, and can be printed for record purposes if required. The report may be comprised of several media: annotated BIM Development Matrix, annotated views of the model, database outputs, and/or special software generated outputs, plus written reports as needed.
- Conduct clash detection model reviews as part of the constructability review process.

BIM Procurement Phase Services

- Task #1 – Manage the availability and distribution of the model from the design team for bidding reference.
- Task #2 – Write a specification section in the bid documents that contains the BIM Requirements which the contractors and subcontractors must use in further developing the design team model(s), and to describe how BIM will be used in the construction and close out phases. Specifications will assist in defining the final as built model and close out documents to allow for utilization in a Facilities Management Program (FM)
- Task #3 – Establish who will be updating the model during construction (The A&E team or the contractor team).
- Task #4 – Provide BIM requirements and expectations at the pre-bid meeting.
- Task #5 – Evaluate the qualifications, experience and previous success in BIM by the contractor and major subcontractors to achieve the Owner’s BIM objectives.
- Task #6 – Review the project standards with the selected contractors and their major suppliers prior to award of the contract.

BIM Construction Phase Services

- Task #1 – Assist in developing a Construction BEP (BIM Execution Plan) in collaboration with the contractor, subcontractors, outlining the strategy and schedule for utilizing BIM Technology in the execution of construction-related activities, interaction with the design team, and how data integration will be handled.
- Task #2 – Assist in establishing a File Storage System (BIM share site) to allow regular model uploads for collaboration and to enable it to become the Final As-Built Model on completion of construction.
- Task #3 – Verify that the BIM Model is being properly utilized and updated by conducting periodic reviews of the Model(s) with the subcontractors and their suppliers. Conduct minimum, model updates a 50%, 75%, and 100% completion of Construction Phase. Verify that actual model development and nomenclature follows agreed upon standards and nomenclature as spelled out in the procurement documents.
- Task #4 – Verify that all major trades are modeled and used for clash detection, construction phasing, and installation coordination, and generation of as-built files and data.

Note: Part of the Contractor’s basic scope of work as defined in the contract documents will be to further develop and update the model during construction. If the Contractor and/or any of their

subcontractors cannot complete this Phase in the time required by the contract, Vanir can provide the necessary services if requested by the Owner as additional services.

BIM Closeout Phase Services

- Task #1– Develop a Checklist of all required disciplines that are part of the BIM As-Built Model to be turned over to the Owner.
- Task #2– Ensure contract compliance with BIM requirements at closeout including models and PDF documents.
- Task #3– Review the completed As-Built Models to verify that the Contractor has developed the models to the Level as required by the specifications and contract.
- Task #4 – Review electronic copies of the O&M, warrantee and training deliverables
- Task #5– Deficiencies (if any exist) in the models will be reported to the Contractor for correction prior to acceptance by the Owner.
- Task #6 – Once the models and O&M data are approved, the models and electronic O& M information will be transferred (turned over) to the Owner for the Owners use as required in the contract.

Note: Part of the Contractor’s basic scope of work, as defined in the contract documents, will to provide an updated as built model at the close of construction. If the Contractor and/or any of their subcontractors cannot complete this Phase, or in the time required by the contract, Vanir can provide the necessary services if requested by the Owner as additional services.

BIM Facilities Management Program (Optional Services) TBD

- Assumptions: The as built BIM model will be completed to the Building Information Modeling Standards of Vanir Construction. The Contractor team will link appropriate close out documents (PDF’s, warrantee, O&M, and object data). If not completed, Vanir can provide this service at an additional fee to be determined. The cost will be based on final completeness of the as built model.
- Delivery of a Facility Asset Management Program: A Digital interface housing all close out documents to include: O&Ms, Submittals, Record Drawings and Specifications, as Built model, Training videos, RFIs/ASIs. Program to be similar to Veo software distributed by Msix. *Costs for the program are not included in the optional fee as this would need to be purchased and owned by the County.*
 - Verify that the data indicated above is properly linked to the appropriate objects in the model, to allow for use in the selected Facility Asset Program. Price is currently based on the Msix- VEO software.
 - Customize the user interface as required by the Owner.

FEE PROPOSAL: Project Cost/Timeline

Project/Construction Mgmt. Phase Services	Fees*	% of Total Project Cost \$66,664,000	***Schedule Durations (including agency reviews)
Design Phase Task Nos. 1 – 7: Expenses Subtotal	\$395,520 \$6,000 \$401,520	0.60%	14 Months
Bid & Award Phase Task Nos. 1: Expenses Subtotal	\$3,000 \$200 \$3,200	0.005%	5 Months
Construction Phase Task Nos. 1 – 5: Expenses (Field Office, Travel, Supplies, etc...) Subtotal	\$2,008,488 \$54,000 \$2,062,488	3.09%	27 Months
Inspection Services Task Nos. 1 – 24: Expenses Subtotal	\$646,200 \$8,100 \$654,300	0.98%	24 Months
BIM Services for Design, Construction, and Facility Maintenance: BIM Design Phase Services Task Nos. 1: BIM Procurement Phase Services Task Nos. 1 - 6: BIM Construction Phase Services Task Nos. 1 - 4: BIM Closeout Phase Services Task Nos. 1 - 6: Subtotal	\$13,920 \$9,280 \$15,080 \$12,760 \$51,040	0.08%	
Total	\$3,172,548	4.76%	
**OPTIONAL SERVICES:			
Design Phase Task No. 8 (Pre-Qualification): Subtotal	\$15,000	0.02%	3 Months
Bid & Award Task No. 2 (Formal Bid Process) Subtotal	\$10,000	0.02%	5 Months
Transition Phase Task Nos. 1 - 3: <i>Included in total fee above per 5/22/14 discussion w/ County.</i>	<i>Tasks and Fee Included in total fee.</i>	0.03%	3 Months
BIM Facilities Management Program (BFMP): Subtotal	\$35,000	0.05%	4 Months

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

**Services noted as Optional are not included in the fee Total.

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



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



Construction Management, Inc.

December 28, 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 our extended contract completion date of December 31, 2018.

By resourcefully managing our hours to date, we will be able to continue our services through the end of January 2019 with our current amendment to our contract. However, due to the contractor's inability to complete the project as previous anticipated, the impending time extension to the construction phase and the County's need for assistance during transition/activation/training, close-out and warranty phases; 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 new anticipated contractor construction completion date of January 31, 2019. The construction management activities include commissioning and inspection services, full close-out (extra materials, O&M, Training, PCO's, Change orders, etc...), manage the loose furniture procurement and installation.

In addition, Vanir will follow through with the management of punch list/inspection items, assist with security scenario training sessions, establish and implement the warranty process for the new building, negotiate any remaining contractor proposed change orders, provide project history in reference to claim analysis (including estimating and schedule review) and final project acceptance. The scope of services will run through June 30, 2019.

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	\$79,000 \$500 \$79,500	0.11%	1 Months
Inspection Services Tasks <i>(time also allotted in T/A/T & Warranty Phases):</i> Expenses Subtotal	\$75,000 \$500 \$75,500	0.12%	
Transition/Activation/Training Phase Tasks: Expenses Subtotal	\$156,000 \$500 \$156,500	0.23%	4 Months
Warranty Phase (including Claim Analysis) Tasks:	\$85,000 \$500 \$85,500	0.12%	
Total	\$397,000	0.58%	

* 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
Lizz Rutherford, Administrative Assistant - 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, A-1 and A-2, within time frames established as follows:
 - a. A fee not to exceed three million, nine-hundred ninety four thousand five hundred forty eight dollars and zero cents (\$3,994,548.00). The fee breakdown is indicated in Exhibit "A, A-1 and A-2." 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, A-1, and A-2. 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.