

**AMENDMENT NO. 1**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 200212B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 200212B** is made and entered into as of this \_\_\_\_ day of December, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and VANIR CONSTRUCTION MANAGEMENT, INC. a California corporation, whose mailing address is 4540 Duckhorn Drive, Suite 300, Sacramento, CA 95834, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 200212B with CONTRACTOR on December 17, 2019 (the “Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order to provide inspection/construction management and associated services for the Napa County Replacement Jail Project hereinafter referred to as “Project”; and

**WHEREAS**, the Project requires additional pre-construction management services to complete the pre-construction tasks such as additional plan check reviews, design and construction documents coordination, and utility coordination due to higher project complexity than originally anticipated and extended regulatory agency reviews; and

**WHEREAS**, the parties desire to increase the funds available under the Agreement by \$570,872 to compensate CONTRACTOR for the additional services being provided;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

**TERMS**

1. Paragraph 2 of the Agreement is amended to read in full as follows:

**2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1,” attached hereto and hereby incorporated by reference.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B”, attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of ONE MILLION, NINE HUNDRED TWENTY-ONE THOUSAND, SEVEN HUNDRED AND FIVE DOLLARS and 00/100 (\$1,921,705.00) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by COUNTY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

5. This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

*[remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, this Agreement is executed by the COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer.

VANIR CONSTRUCTION MANAGEMENT, INC.

By \_\_\_\_\_  
STEVEN WHITEHEAD, President

By \_\_\_\_\_  
EMILIO CAMPOS, JR., CFO

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ALFREDO PEDROZA, Chair  
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel  By: <u>Thomas C. Zeleny</u> Interim County Counsel  Date: <u>November 30, 2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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## **EXHIBIT “A-1”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

##### **A. On-Site Utility, Traffic Signal and Bike Path Pre-Construction Phase**

###### ***DESCRIPTION OF SERVICES***

All required construction management and inspection services including but not limited to:

###### **Design Phase**

- Conduct kick-off meeting with architect, owner, and significant project consultants.
- Attend design phase progress meetings
- Assist Lionakis with SB 844 and SB 863 applications, if needed
- Assist the County in the engagement, organization, and management of special consultants necessary to support the project.
- Review and provide comments to County’s drafts of Divisions 00 and 01 of Contract front end.
- Conduct screening of suite of Contract documents and make recommendations to the County for improvements to coordinate various parts of the Contract documents.

###### **Constructability Reviews**

Review hours are based on the estimation of 20 sheets for On-Site Utility, Traffic Signal and Bike Path. Specifications and supporting documents are included in the constructability reviews.

- One time initial review followed by a single backcheck review of the On-Site Utility scope, Specifications excluding Divisions 00 and 01, and supportive documents including geotechnical and Phases 1 and 2 and EIR environmental reports;
- Initial reviews that are followed by backcheck reviews of the 50% and 100% CDs.
- Deliverables will include an executive cover letter, a compiled comment log and marked drawings, all in electronic format.

###### **Estimating**

- 95% CD estimate
- 95% reconciliation
- Pre-Bid Check Estimate
- Bid Analysis

Exclusions: Value Engineering

###### **Scheduling**

Based on the current 50% documents, this scope includes 12-16 hours for the baseline schedule review for the Onsite Phase.

###### **Plan Checking**

Vanir will provide complete building department plan review services for the proposed site improvements. Submitted documents will be reviewed for compliance with all applicable codes and associated standards.

### **Scope-of-Services:**

The scope-of-services will consist of the following:

- Plan review of the 50% and 95% Construction Documents for the subject project including plan review of the project's architectural, structural, plumbing, mechanical, electrical, site civil and grading plans.
- Services to include: one review of the 50% Construction documents with no back-check reviews; plan review of the 95% Construction Documents and all necessary back-check reviews required for approval of the project documents.
- Preparation of review letters in word format at completion of each plan review identifying elements of the specific design that do not comply with the applicable provisions of the noted building codes and standards.
- Teleconferencing and/or virtual meetings with the design team to resolve plan review issues.
- We understand two (2) sets of hard copies as well as digital copies of drawings, energy calculations, electrical load calculations, structural calculations, truss calculations, hydraulic calculations, geotechnical report and specifications will be provided for our use for plan review purposes. All plan review comment letters will be issued to the design team electronically in PDF format.

### **Exclusions:**

The following services are specifically excluded from this proposal:

- Preparing or altering contract documents including calculations, drawings and specifications used for competitive bidding, permit acquisition and/or construction.
- Establishing testing and inspection criteria for structural materials and workmanship.
- Field investigation of existing buildings, structures or site features including surveys of existing construction or topography on or adjacent to the site.
- Review of elements outside the project site.
- Review of changes or revisions to the plans after plans are approved by Vanir's third-party consultant.
- Printing of plans or other documents from electronic media.
- Quality control, value engineering, material and quantity take-offs, etc. are excluded.

### **Contractor Prequalification**

- Review and provide input for pre-qualification criteria.
- Review bid documents and coordinate with County legal counsel as needed.
- Provide bidder program input.
- Assist the County in the scoring and record-keeping necessary to maintain a database of bidders who become qualified.
- Assist the County in notifying contractor applicants of the status of their pre-qualification packages.

### **Construction Bid**

- Quality check/editing for final form of Contract front end (Divisions 00 and 01)
- Provide assistance during bid marketing / bidder interest program.
- Manage, log and distribute responses to Contractor questions and addenda.

- Participate in post-bid interviews.
- Assist the County in post-bid analysis and preparation of Board approval docket.
- Assist the County in the assembly, delivery, and execution of Contracts.

## **B. Early Jail On-Site Pre-Construction and Construction Phases**

### ***DESCRIPTION OF SERVICES***

All required construction management and inspection services including but not limited to:

#### **Design Phase**

- Conduct kick-off meeting with architect, owner, and significant project consultants.
- Attend design phase progress meetings
- Assist Lionakis with SB 844 and SB 863 applications, if needed
- Assist the County in the engagement, organization, and management of special consultants necessary to support the project including the County's Environmental Consultant.
- Review and provide comments to County's drafts of Divisions 00 and 01 of Contract front end.
- Conduct screening of suite of Contract documents and make recommendations to the County for improvements to coordinate various parts of the Contract documents.

#### **Constructability Reviews**

Review hours are based on the estimation of 4-5 sheets for Early Jail On-Site Work. Specifications and supporting documents are included in the constructability reviews.

- One time initial review followed by a single backcheck review of the Early Jail On-Site Work drawings, Specifications excluding Divisions 00 and 01, and supportive documents including geotechnical and Phases 1 and 2 and EIR environmental reports;
- Initial reviews that are followed by backcheck reviews of the 50% and 100% CD's.
- Deliverables will include an executive cover letter, a compiled comment log and marked drawings, all in electronic format.

#### **Estimating**

- 95% CD estimate
- 95% reconciliation
- Pre-Bid Check Estimate
- Bid Analysis

Exclusions: Value Engineering

#### **Scheduling**

Based on the current 50% documents, this estimate includes 12-16 hours for the baseline schedule review for the Early Site Work phase of this project.

During Construction, 8-12 hours are included for each monthly general contractor's project schedule update.

### **Plan Checking**

Vanir will provide complete building department plan review services for the proposed site improvements. Submitted documents will be reviewed for compliance with the applicable provisions of the following codes, associated referenced standards and other codes as applicable:

#### **California Code of Regulations Title 24**

- Part 1 2019 Building Standards Administrative Code
- Part 2 2019 California Building Code Vols. 1 & 2
- Part 3 2019 California Electrical Code
- Part 4 2019 California Mechanical Code
- Part 5 2019 California Plumbing Code
- Part 6 2019 California Energy Code
- Part 9 2019 California Fire Code
- Part 11 2019 California Green Building Standards Code
- Part 12 2019 California Referenced Standards

#### **Minimum Standards for Local Detention Facilities, Title 24**

- Part 1, Section 13-102
- Part 2, Section 1231
- Construction Phase Shall Comply with Local Public Works, Fire Department and Building Code Amendments and Regulations as applicable

Plan review services will include review of the project documents by a CA Certified Access Specialist, (CASP), to verify that the project documents are in substantial compliance with applicable accessibility requirements.

### **Scope-of-Services:**

The scope-of-services for this project will consist of the following:

- Plan review of the 50% and 95% Construction Documents for the subject project including plan review of the projects architectural, structural, plumbing, mechanical, electrical, site civil and grading plans.
- Services to include: one review of the 50% Construction documents with no back-check reviews; plan review of the 95% Construction Documents and all necessary back-check reviews required for approval of the project documents.
- Preparation of review letters in word format at completion of each plan review identifying elements of the specific design that do not comply with the applicable provisions of the noted building codes and standards.
- Teleconferencing and/or virtual meetings with the design team to resolve plan review issues.
- We understand two (2) sets of hard copies as well as digital copies of drawings, energy calculations, electrical load calculations, structural calculations, truss calculations, hydraulic calculations, geotechnical report and specifications will be provided for our use for plan review purposes. All plan review comment letters will be issued to the design team electronically in PDF format.

### **Exclusions:**

The following services are specifically excluded from this proposal:

- Preparing or altering contract documents including calculations, drawings and specifications used for competitive bidding, permit acquisition and/or construction.
- Establishing testing and inspection criteria for structural materials and workmanship.
- Field investigation of structures or site features including surveys of existing construction or topography on or adjacent to the site.
- Review of elements outside the project site.
- Review of changes or revisions to the plans after plans are approved by Vanir's third-party consultant.
- Printing of plans or other documents from electronic media.
- Quality control, value engineering, material and quantity take-offs, etc. are excluded.

### **Contractor Prequalification Phase**

- Review and provide input for pre-qualification criteria.
- Review bid documents and coordinate with County legal counsel as needed.
- Provide bidder program input.
- Assist the County in the scoring and record-keeping necessary to maintain a database of bidders who become qualified.
- Assist the County in notifying contractor applicants of the status of their pre-qualification packages.

### **BSCC Approval to Bid**

- Provide assistance during BSCC phase to include reviews and revisions to constructability, estimates or schedule impacts for any changes to the Contract documents during this review phase.

### **Construction Bid**

- Quality check/editing for final form of Contract front end (Divisions 00 and 01)
- Provide assistance during bid marketing / bidder interest program.
- Manage, log and distribute responses to Contractor questions and addenda.
- Participate in post-bid interviews.
- Assist the County in post-bid analysis and preparation of Board approval docket.
- Assist the County in the assembly, delivery, and execution of Contracts.

### **Construction**

- Conduct pre-construction kick-off meeting.
- Maintain an on-site management team to provide construction administration and maintain communication and coordination among all member of the project team.
- Process management of all quality-related transactions: Submittals, RFIs, etc.
- Assist and coordinate with the County and contractors in the management of quality construction and materials as specified by the Contract documents.
- Manage processing of all change-related transactions including supplemental information and Contract changes.
- Review monthly the contractor's construction schedule for compliance with the Contract. Communicate, coordinate, and negotiate, as required with the contractor to recommend any course corrections necessary to keep the project on schedule.

- Assist and coordinate with the County and contractors in the management of costs and project accounting.
- Assist the County in complying with the payroll requirements of the Department of Industrial Relations.
- Maintain a project management information system and provide reporting as needed to the County and for project control.
- Conduct weekly project progress meetings and prepare and distribute record minutes.
- Coordinate with other independent consultants engaged by the County to support the project.

### **Construction Inspection Services**

Vanir will provide Inspector of Record services utilizing highly qualified and experienced inspection staff. Our inspection staff will be comprised of an appropriately qualified ICC Certified Building Inspector, and a Civil Site Inspector as necessary to perform and coordinate required field inspections on behalf of the County of Napa for the project to verify compliance with the approved construction documents and applicable California Building Codes and associated standards. Inspection services will include continuous and/or periodic construction inspections as necessary to verify that the project is constructed in conformance with the approved project documents, applicable building codes and standards as well as local ordinances, and verification that all noted deficiencies have been corrected. In addition, our services will include verification that required special inspections are being performed as required per the approved project plans.

### **Scope-of-Services for Inspections:**

Our inspector of record Scope-of-Services will consist of the following:

- Our designated Inspector of Record will meet with the Project Manager and Contractor as required to coordinate inspection services and outline scope and schedule of inspections.
- Our designated Inspector of Record will verify that all required special inspections and material testing for the buildings and site, as noted on the approved drawings, is performed by the project's special inspection agencies. Our designated Inspector of Record will review all special inspection and material testing reports to verify conformance with the approved drawings and specifications.
- When work is found to be in nonconformance with the approved project plans or applicable codes and regulations, the Inspector will document the deficiencies in the form of a Field Inspection Daily Report and provide notification of the deficiencies to the Project Manager, Architect, and Contractor.
- Our designated Inspector of Record will verify that all deficiencies have been corrected or approved by the project engineer/architect prior to approval of the portion of the work in question.
- Our designated Inspector of Record will track all approved changes to the work, Inspection Requests, Correction Notices, and will prepare Field Inspection Daily Reports.

### **Exclusions for Inspection Services:**

We will be providing all inspection services as directed, under the direction, and on behalf of the County of Napa. Our inspection services do not include special inspection and/or material testing

services as may be required by the approved project plans. The following services are specifically excluded from this proposal:

- Drawing reproduction services.
- Architectural or engineering design services.
- Special inspection and/or material testing services.
- Review of contractor's construction related equipment, methods or means.
- Plan review of shop drawings or other related documents.
- Monitoring and/or reporting job site safety issues.

### **Project Close-Out**

- Assist the County during the Contract Closeout process.
- Assist the County during the BSCC closeout process.

## **C. Jail Replacement Pre-Construction Phase**

### ***DESCRIPTION OF SERVICES***

All required construction management and inspection services including but not limited to:

#### **Design Phase**

- Conduct kick-off meeting with architect, owner, and significant project consultants.
- Attend design phase progress meetings
- Assist Lionakis with SB 844 and SB 863 applications, if needed
- Assist the County in the engagement, organization, and management of special consultants necessary to support the project.
- Review and provide comments to County's drafts of Divisions 00 and 01 of Contract front end.
- Conduct screening of suite of Contract documents and make recommendations to the County for improvements to coordinate various parts of the Contract documents.

#### **Constructability Reviews**

Review hours and estimate is based on estimation of the current 528 sheets for 50% CDs for the New Jail. Specifications and supporting documents are included in the constructability reviews.

- One time initial review followed by a single backcheck review of the Specifications excluding Divisions 00 and 01, and supportive documents including geotechnical and Phases 1 and 2 and EIR environmental reports;
- Initial reviews that are followed by backcheck reviews of the 50% and 100% CD documents for the New Jail Project.
- Deliverables will include an executive cover letter, a compiled comment log and marked drawings, all in electronic format.

#### **Estimating**

Estimating hours are based on the past similar projects and brief review of the 528 sheet of draft 50% CD set. Hours have been reduced assuming that Vanir can utilize Lionakis' BIM for most of the Architectural and Structural quantities. The hours for the 95% CD estimate include a reduction assuming that the 95% CD set will include minimum updates from the 50% CD set. Since the project includes scope of SB844 and SB863, Cumming's 100% DD estimate identifies the cost of each SB area. Our 50% CD estimate hours is based on the assumption that quantities of these two areas are

identified in the BIM, otherwise we only can prorate the estimate based on the gross area of each SB area. Reconciliation hours are based on the assumption of receiving an Excel copy of the Cumming estimates.

- 50% CD estimate
- 50% CD reconciliation
- 95% CD estimate
- 95% reconciliation
- Pre-Bid Check Estimate
- Bid Analysis
- BIM Download

Exclusions: Value Engineering

### **Scheduling**

Based on the current 50% documents, this estimate includes the remaining project documents at 24-32 hours for the baseline project schedule review.

### **Plan Checking**

Vanir will provide complete building department plan review services for the detention center and maintenance facility including plan review of proposed site improvements. Submitted documents will be reviewed for compliance with the applicable provisions of the following codes and associated referenced standards:

#### **California Code of Regulations Title 24**

- Part 1 2019 Building Standards Administrative Code
- Part 2 2019 California Building Code Vols. 1 & 2
- Part 3 2019 California Electrical Code
- Part 4 2019 California Mechanical Code
- Part 5 2019 California Plumbing Code
- Part 6 2019 California Energy Code
- Part 9 2019 California Fire Code
- Part 11 2019 California Green Building Standards Code
- Part 12 2019 California Referenced Standards

#### **Minimum Standards for Local Detention Facilities, Title 24**

- Part 1, Section 13-102
- Part 2, Section 1231
- Construction Phase Shall Comply with Local Public Works, Fire Department and Building Code Amendments and Regulations as applicable

Our plan review services will include review of the project documents by a CA Certified Access Specialist, (CASP), to verify that the project documents are in substantial compliance with applicable accessibility requirements.

### **Scope-of-Services:**

Our scope-of-services for this project will consist of the following:

- Plan review of the 50% and 95% Construction Documents for the subject project including but not limited to plan review of the projects architectural, structural, plumbing, mechanical, electrical, site civil and grading plans.
- Services to include: one review of the 50% Construction documents with no back-check reviews; plan review of the 95% Construction Documents and all necessary back-check reviews required for approval of the project documents.
- Preparation of review letters in word format at completion of each plan review identifying elements of the specific design that do not comply with the applicable provisions of the noted building codes and standards.
- Teleconferencing and/or virtual meetings with the design team to resolve plan review issues.
- We understand two (2) sets of hard copies as well as digital copies of drawings, energy calculations, electrical load calculations, structural calculations, truss calculations, hydraulic calculations, geotechnical report and specifications will be provided for our use for plan review purposes. All plan review comment letters will be issued to the design team electronically in PDF format.

### **Exclusions:**

The following services are specifically excluded from this proposal:

- Preparing or altering contract documents including calculations, drawings and specifications used for competitive bidding, permit acquisition and/or construction.
- Establishing testing and inspection criteria for structural materials and workmanship.
- Field investigation of existing buildings, structures or site features including surveys of existing construction or topography on or adjacent to the site.
- Review of elements outside the project site.
- Review of changes or revisions to the plans after plans are approved by Vanir's third-party consultant.
- Printing of plans or other documents from electronic media.
- Quality control, value engineering, material and quantity take-offs, etc. are excluded.
- Plan review of the projects fire sprinkler and fire alarm systems.

### **Contractor Prequalification Phase**

- Review and provide input for pre-qualification criteria.
- Review bid documents and coordinate with County legal counsel as needed.
- Provide bidder program input.
- Assist the County in the scoring and record-keeping necessary to maintain a database of bidders who become qualified.
- Assist the County in notifying contractor applicants of the status of their pre-qualification packages.

### **BSCC Approval to Bid**

- Provide assistance during BSCC phase to include reviews and revisions to constructability, estimates or schedule impacts for any changes to the Contract documents during this review phase.

### **Construction Bid**

- Quality check/editing for final form of Contract front end (Divisions 00 and 01)
- Provide assistance during bid marketing / bidder interest program.
- Manage, log and distribute responses to Contractor questions and addenda.

- Participate in post-bid interviews.
- Assist the County in post-bid analysis and preparation of Board approval docket.
- Assist the County in the assembly, delivery, and execution of Contracts.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.