

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
VANIR CONSTRUCTION MANAGEMENT, INC.
PROJECT NAME: NEW SEMPERVIRENS PSYCHIATRIC HEALTH FACILITY
PROJECT NUMBER: 170261**

This Agreement, entered into this ____ day of _____, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Vanir Construction Management, Inc., a California Corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Facilities Management Division desires to retain the services of CONSULTANT to provide professional construction project management, owner’s representation and construction administration services; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, Pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT has represented that it is qualified to perform said services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT agrees to furnish professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as “Director.”
- B. Additional Services. No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate “Notice to Proceed” authorizing the performance of such additional services. Any amendments authorizing the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, sketches, proposals and other documents submitted by CONSULTANT. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within fourteen (14) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon execution by both parties and remain in full force and effect through December 31, 2029, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to cancel or terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement.

5. COMPENSATION:

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is One Million Six Hundred

Sixty-Six Thousand Three Hundred Sixty-Six Dollars (\$1,666,366). The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all work completed as of the invoice date. All invoices submitted by CONSULTANT shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Public Works – Facilities Management
Attn: Jake Johnson, County Architect
1106 Second Street
Eureka, CA 95501

CONSULTANT: Vanir Construction Management, Inc.
Attn: Jerry Avalos, President
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the

services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the project shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

13. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

14. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.

D. Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. If any insurance coverage required in this agreement is provided on a claims-made rather than occurrence form CONSULTANT agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), be shown, and that CONSULTANT shall maintain the required coverage for a period of at least three (3) years after the expiration of this agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage for a minimum of three (3) years after the

completion of work.

3. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
4. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
5. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
6. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
7. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
8. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
 Risk Management
 825 Fifth Street, Room 131
 Eureka, CA 95501

 County of Humboldt
 Department of Public Works – Facilities Management
 Attn: Jake Johnson, County Architect
 1106 Second Street
 Eureka, CA 95501

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CONSULTANT: Vanir Construction Management, Inc.
Attn: Jerry Avalos, President
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
jerry.avalos@vanir.com

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subcontractors hereunder agree to be bound by the terms and conditions of this Agreement as applicable. However, nothing in this provision shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

19. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with all local, state and federal laws and regulations applicable to the services covered by this Agreement. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision

shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

24. NO WAIVER OF DEFAULT:

- A. General Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this Agreement.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

30. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

32. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D), 9, 11 and 15 shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority.

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35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

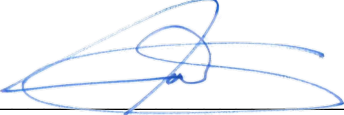
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

VANIR CONSTRUCTION MANAGEMENT, INC.

By:  _____

Date: 1-16-26

Name: Jerry Avalos

Title: President

By:  _____

Date: 1-16-26

Name: Linda Thomas

Title: CFO

COUNTY OF HUMBOLDT:

By: _____
Chair, Board of Supervisors

Date: _____

(SEAL)

ATTEST:
Clerk of the Board

By: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Manager

- Exhibit "A" – Scope of Services
- Exhibit "B" – Project Schedule
- Exhibit "C" – Project Budget
- Exhibit "D" – Billing Rate Schedule
- Exhibit "E" – Sample Invoice

EXHIBIT A SCOPE OF SERVICES

Project Overview:

The project entails the design and construction of a new 24,900 square foot, two-story, Type I-B fully sprinklered and fire-alarmed mental health facility. This facility will replace the aging Sempervirens PHF and CSU, providing a 16-bed Psychiatric Health Facility (with separate accommodations for youth and adults) and a 4-patient Crisis Stabilization Unit. The new facility is critical for ensuring the continued availability of inpatient psychiatric services in Humboldt County due to the existing facility's deteriorated condition, licensing risks, and seismic concerns. The project design team has partially completed the Schematic Design phase. The total project budget minus contingencies is approximately \$38.5M, with an estimated hard construction cost of \$28-30M. The project delivery method is currently planned to be CM at Risk. The facility must be operational by January 1, 2030.

Role of the Project Manager / Owner's Representative / Construction Administrator ("Consultant"):

The Consultant will serve as the County's primary representative and lead project manager, providing comprehensive oversight and management of all project phases from current schematic design through commissioning, closeout, and warranty periods. Given the County's limited internal capital project management staffing, the Consultant will fill critical gaps, providing expert leadership, technical guidance, and administrative support to ensure the project's successful, on-time, and on-budget delivery, while adhering to all grant requirements, County policies, California Public Contract Code, and relevant regulations.

Phase 1: Project Initiation & Setup

Schematic Design is partially complete. Consultant shall familiarize themselves with County's project team and the current status of the project.

1.1 Project Documentation & Information Transfer:

- Review all existing project documentation, including the BHCIP Grant application and award documents, existing Schematic Design documents, existing studies, reports, and preliminary designs.
- Review the historical context, project drivers, and key decisions made to date.
- Establish and maintain a centralized project file system (digital and/or physical as required by the County) for all project-related documents, communications, and data. Deliverable: SharePoint electronic files maintained by Consultant for Consultant and County confidential access.

1.2 Stakeholder Engagement & Communication Protocol:

- Familiarize with and establish working relationships with all key County stakeholders: Department of Health and Human Services (DHHS), Public Works, CAO, County Counsel, Risk Management and County's Design Team.

- Familiarize with and assist County with BHCIP grant management and reporting requirements as needed.
- Develop a comprehensive project communication plan, defining reporting lines, meeting cadences, distribution lists, and escalation procedures for various stakeholder groups. Deliverable: Consultant to provide Communication Plan as part of Project Management Plan.
- Facilitate initial project team meetings to align on goals, roles, and responsibilities.
- Coordinate with the City of Eureka and manage interactions with community interest groups as necessary and as directed by County staff.

1.3 County Policy & Procedure Integration:

- Thoroughly review and understand the County's specific procurement policies, legal and State code requirements, and financial approval processes.
- Advise the County on the implementation of CM at Risk delivery method, particularly regarding necessary Board of Supervisors approvals for this alternative procurement process. Deliverable: White Paper and presentation on CMAR with summary of best practices and lessons learned, processes, and options appropriate for Board of Supervisors.
- Assist the County in preparing and presenting necessary resolutions and reports to the Board of Supervisors for project approvals.

1.4 Team Assembly & Resource Assessment:

- Assess the County's current internal project management, legal, finance, and facilities resources to identify any remaining gaps the Consultant will need to comprehensively fill.
- Assist the County in the selection and onboarding of any additional third-party consultants (e.g., specialized technical consultants, peer reviewers, commissioning agent, special inspectors) as required. These team members shall fall under the scope of the Consultant or may be retained directly by the County with assistance of Consultant. Deliverable: Consultant to contract other services needed for project including commissioning, material and special inspections, other specialized technical services, peer reviews, etc. (excluding geotechnical studies already provided) with reasonable 5% markup for contract administration. Consultant will not hold any design contracts.

Phase 2: Design Phase Management (Current SD to 100% CD)

Consultant shall actively manage the design development, facilitate constructability discussions with team members, budget adherence, and regulatory compliance.

2.1 Design Team Management & Coordination:

- Serve as the primary point of contact between the County and the Architect/Engineer (A/E) design team.
- Manage the A/E's scope, schedule, and budget, ensuring deliverables are submitted on time and to the required quality.

- Facilitate regular design review meetings with County stakeholders (DHHS, Public Works - Facilities Management) to gather input, address concerns, and obtain necessary approvals. Consultant to facilitate milestone design reviews (usually 100% SD's, 50% & 100% DD's and CD's) using BlueBeam Sessions for County stakeholder design reviews and commenting, facilitate A&E response to all comments, archiving the review sessions, comments, and responses. Deliverable: Consultant in conjunction with the County's design team to provide meeting minutes for review and approval by County and project team.
- Ensure that the design incorporates the specific needs of a mental health facility, including safety, security, patient flow, and the unique second-floor outdoor patient area.
- Coordinate all necessary design reviews and approvals with relevant state entities, given the project is grant-funded through the California BHCIP Round 1 Bond. Consultant to forward all required deliverables to grant funding agency as needed.

2.2 Budget & Cost Control (Design Phase):

- Continuously monitor the design against the established project budget (\$45M total, \$28M hard construction cost). Consultant to facilitate the use of Target Value Delivery to assure design milestone packages are within the target construction budget and recommend the use of JOIN by the A&E and CMAR for tracking and approval of design options to assure the target budget maintained. When appropriate Consultant will also facilitate the utilization of A3's by the A&E and CMAR to facilitate County review and selection of design alternatives.
- Work with the A/E team to implement value engineering strategies as appropriate to maintain budget adherence without compromising functionality or quality. **Note:** Quality in design and construction is a primary goal of the County to ensure facility maintenance costs are low throughout the life of the facility.
- Review A/E invoices against contract terms for County approval. Deliverable: Consultant to review all invoices and recommend approval or rejection by County.
- Prepare regular financial reports for the County, outlining expenditures, commitments, and remaining budget. Consultant to develop budget template and report on budget monthly per Consultant Monthly Report.

2.3 Schedule Management (Design Phase):

- Develop and maintain a detailed project schedule for the remainder of the design phase (DD, CD) to align with the overall project timeline and the January 1, 2030, operational deadline. Consultant to develop, refine and update milestone schedules, and if appropriate more detailed schedules as needed in MS Project or P6 during design and procurement phases.
- Monitor progress against the schedule, identify potential delays, and implement corrective actions.

2.4 Procurement Management (CM at Risk Selection):

- Lead or significantly assist the County in the RFQ process for the selection of the Construction Manager at Risk (CM at Risk). This will involve:

- Developing the RFQ document.
- Managing the advertisement and pre-qualification process.
- Coordinating interviews and selection committees.
- Facilitating contract negotiations.

Deliverable: Consultant to provide recommendations, options and templates for CMAR RFQs/RFPs and Contracts.

- Ensure all CM at Risk procurement processes adhere to California Public Contract Code and obtain necessary Board of Supervisors approvals.
- Oversee the CM at Risk's involvement during the design phase, particularly their input on constructability reviews, cost estimating, and schedule development.

2.5 Permitting & Regulatory Compliance (Design Phase):

- Identify all required local and state permits for design and construction.
- Coordinate with the A/E team and County departments to ensure all design documents meet regulatory requirements.
- Manage the permit application process, tracking submissions and approvals.
- Confirm CEQA exemption and ensure all project activities align with this status.
- Assist County with BHCIP grant reporting requirements as needed.

Phase 3: Pre-Construction Phase Management

This phase will overlap with Phase 2, focusing on comprehensive planning and final preparations for the construction phase.

3.1 CM at Risk Engagement & Pre-Construction Services:

- Oversee the CM at Risk's pre-construction services, including:
 - Developing the Guaranteed Maximum Price (GMP) proposal.
 - Refining the project schedule, including detailed construction phasing.
 - Developing a comprehensive site logistics plan.
 - Conducting constructability reviews and value engineering exercises.
 - Developing a detailed construction safety plan.
 - Preparing for long-lead item procurement.
- Review and validate the CM at Risk's cost estimates, ensuring transparency and accuracy.
- Negotiate and recommend approval of the CM at Risk's GMP to the County. This will require Board of Supervisors approval. Deliverables: Drafts and final GMP Proposal and report for presentation to Board of Supervisors.

3.2 Final Permitting & Approvals:

- Ensure all necessary construction permits are secured before groundbreaking.

- Confirm compliance with all fire, life safety, accessibility and other specialized regulations pertinent to mental health facilities.

3.3 Contract Finalization:

- Review and recommend approval of the final contract with the CM at Risk, ensuring all County legal and financial requirements are met.
- Assist County in verifying all insurance requirements and bond instruments are met and in place.

Phase 4: Construction Phase Management & Administration

The Consultant shall provide oversight and coordination to ensure the project is built according to specifications, on schedule, and within budget.

4.1 Construction Oversight & Coordination:

- Serve as the County's on-site representative, conducting regular site visits and attending all critical project meetings (e.g., owner-architect-contractor meetings, progress meetings).
- Monitor the CM at Risk's performance against the contract, schedule, and GMP.
- Facilitate effective communication and proactive problem-solving among the CM at Risk, A/E team, County stakeholders, and any other project consultants.
- Manage and coordinate all Owner-Furnished Equipment (OFE) / Furniture, Fixtures, and Equipment (FF&E) procurement & installation including full management in cooperation with the design team, of the procurement, logistics, warehousing, and installation of all medical equipment, furniture, security equipment and IT infrastructure that is not part of the general construction contract. This includes coordinating vendor schedules, managing delivery, and overseeing installation and testing.

4.2 Quality Assurance & Control:

- Monitor construction quality, ensuring adherence to design documents, specifications, and industry standards.
- Review and approve the CM at Risk's quality control plan. Consultant to recommend Division 1 QC specification requirements.
- Procure and coordinate special inspections and testing as required.
- Coordinate any pre-closeout activities with building commissioning team as required.
- Address any non-conforming work promptly.

4.3 Schedule Management (Construction Phase):

- Closely monitor the CM at Risk's detailed construction schedule.
- Identify potential delays and work proactively with the CM at Risk to mitigate them.
- Review and approve progress updates and schedule modifications.
- Track critical milestones to ensure the January 1, 2030, operational deadline is met.

4.4 Cost Control & Financial Administration (Construction Phase):

- Review and process all CM at Risk payment applications, verifying work completed and stored materials.
- Using the County's procedures, manage the change order process, including:
 - Reviewing change order requests for entitlement, validity, scope, and cost.
 - Negotiating with the CM at Risk.
 - Preparing recommendations for County approval (including Board of Supervisors if exceeding delegated authority).
- Maintain accurate project cost records, forecasts, and cash flow projections. Deliverable: Consultant to maintain Change Order logs forecasting cost and cost risks.
- Provide regular financial reports to the County, highlighting budget status and potential risks. Deliverable: Consultant to report monthly budget, costs, and risks within the Monthly Report.
- Manage the project contingency fund, advising the County on its appropriate use.

4.5 Safety Oversight:

- The CM is not responsible for the adequacy or completeness of the CMAR's safety program, nor for day-to-day enforcement of safety laws or contractor compliance. The CM shall avoid directing the contractors means and methods, as doing so could create unintended liability. The CM will confirm the CMAR submits a safety program as required by the contract documents including a site-specific Injury and Illness Prevention Program (IIPP).

4.6 Document Control & Reporting:

- Using the County's standard procedures, maintain comprehensive project records, including daily reports, meeting minutes, correspondence, submittals, RFIs, change orders, and payment applications.
- Prepare and submit regular progress reports to the County Public Works Director, CAO, and other key stakeholders, detailing schedule status, budget performance, critical issues, and recommendations. Deliverable: Consultant to provide Monthly Reports identifying project progress, planned work, schedule status, budget status, construction progress costs, issues, and project challenges.
- Coordinate as-built drawings with CM at Risk's team and development and production of record drawings with design team for a closely coordinated record set of drawings and specifications to accompany the O&M Manuals.

4.7 Risk Management:

- Proactively identify potential project risks (e.g., schedule, budget, quality, regulatory, contractual). Deliverable: Consultant to develop a risk matrix with risk, probability, severity, and mitigations as part of our Project Management Plan, a living document referenced and refined throughout the project.
- Develop and implement mitigation strategies.

- Liaise with County Risk Management on insurance, claims, and other risk-related matters.

Phase 5: Project Closeout & Post-Construction

The Consultant will manage the final stages of the project to ensure a smooth transition to facility operations.

5.1 Punch List Management & Commissioning:

- Oversee the development and completion of the punch list process with the A/E and CM at Risk.
- Ensure all punch list items are addressed to the County's satisfaction.
- Coordinate the commissioning process for all building systems (HVAC, electrical, security, specialized equipment) to ensure optimal performance and energy efficiency.
- Oversee the development and delivery of O&M manuals, as-built drawings, and warranty information. Deliverable: Consultant shall provide final package of O&M manuals, as-built drawings, warranty information to County.

5.2 Financial Closeout:

- Reconcile all final invoices and payments with the CM at Risk and other consultants.
- Manage lien releases and final retainage payments.
- Deliverable: Prepare a comprehensive final project financial report.
- Assist County with BHCIP grant reporting requirements as needed, including any required auditing of project by funders.

5.3 Regulatory & Operational Readiness:

- Coordinate final inspections and secure all necessary occupancy permits and licensing approvals from relevant state entities. Deliverable: Consultant shall provide a package of all final permit and licensing documentation to County for inclusion with final project documentation.
- Facilitate the smooth transition of the facility to the Department of Health and Human Services and County Facilities Management, including training for facility staff on new systems.

5.4 Warranty Period Oversight:

- Act as the County's point of contact for warranty issues during the agreed-upon warranty period.
- Coordinate with the CM at Risk and subcontractors to address any deficiencies or failures during the warranty period.

5.5 Post-Completion Review:

- Assist County with BHCIP grant reporting requirements as needed.
- Conduct a post-occupancy evaluation (POE) with the County to capture lessons learned for future capital projects.

- Deliverable: Prepare a final project closeout report, summarizing key successes, challenges, and recommendations.

Reporting Structure:

The Consultant will report directly to the Humboldt County Public Works Director or their designee, with regular updates and presentations to the CAO, County Counsel, Department of Health and Human Services, and the Board of Supervisors as required by the County's approval processes.

END OF EXHIBIT A

EXHIBIT B PROJECT SCHEDULE

1. **Project Completion and Review Schedule.** The work shall be completed by Consultant within the preliminary time frames identified in the Project Milestone Schedule in Section 4. below, but in no case shall work extend past January 1, 2030, unless agreed to in a written addendum or amendment (“amendment”) to this Agreement executed by County and the Consultant. The following table identifies the general timeframes associated with deliverables required under each phase of the work:

<u>Phase</u>	<u>Time for Completion of Deliverables by Consultant</u>
Phase #1: Project Initiation & Setup	<p>Exhibit A Section 1.1-1.3 deliverables to be provided to County within 30 days of execution of this agreement.</p> <p>Exhibit A Section 1.4 deliverables to be provided on an as-needed basis through the full duration of this agreement. However, contracts with subconsultants shall be made in a timely manner such that addendums for adding these Additional Services to this agreement can be executed by the County prior to delays to the work being caused as a result of a subcontract with a consultant not being executed.</p>
Phase #2: Design Phase Management	<p>Exhibit A Section 2.1 deliverables including meeting minutes and required grant agency reporting deliverables to be provided throughout the course of Phase 2 on an as-occurs basis.</p> <p>Exhibit A Section 2.2 deliverables including invoice review and recommendations, and budget reports shall be provided on a monthly basis, and in a timeframe allowing for County review and processing of invoices for payment on time.</p> <p>Exhibit A Sections 2.3 deliverables to be provided to County within 30 days of execution of this agreement and updated as required throughout Phase 2.</p> <p>Exhibit A Section 2.4 deliverables: Provide recommendations of CMAR options, CMAR RFQ/RFP and contract draft reviews including General and Supplemental Conditions within 2 months of execution of agreement and working with County and County Counsel to develop final CMAR RFQ/RFP and Contract; Development of Division 1 General Requirements to be provided within 2 months of execution of this agreement; Development of suggested CMAR bidder list and outreach to bidders to generate project interests within 1 month of execution of this agreement; Provide local and State permits list and confirm CEQA exemption to be provided within 3 months of execution of this agreement..</p>
Phase #3: Pre-Construction Phase Management	<p>Exhibit A Phase 3 deliverables to be provided: Guaranteed Maximum Price (GMP) review, comments, negotiation, and report on recommendation of approval of GMP to County including Board of Supervisors; Schedule and phasing plan review and comments; Site logistics plan review and comments; Review of CMAR constructability comments for incorporation into Construction Documents; Review of A&E Construction Documents to assure incorporation of constructability comments; Review of safety plan (IIPP), Review and comments of CMAR procurement plan to assure</p>

	competitive bidding and compliance with Public Contract Code; Review and comments on final CMAR contract.
Phase #4: Construction Phase Management & Administration	Exhibit A Section 4 monthly report deliverables shall be provided in draft form prior to the start of construction, and then on a monthly basis during the course of Phase 4. Exhibit A Section 4 ongoing project documentation deliverables including Change Order Logs, Daily Reports, Schedule Review Reports, and other forms and documentation shall be updated on a daily or as-needed basis.
Phase #5: Project Closeout & Post Construction	Exhibit A Sections 5.1 & 5.3 deliverables to be provided prior to final move-in of behavioral health program. Exhibit A Section 5.2 deliverables shall be provided as required to comply with grant reporting requirements during and following completion of construction. Exhibit A Section 5.5 deliverable to be provided within 12 months of occupancy by behavioral health program.

2. **Completion of Phases of Work.** Except as identified in the table above, each Phase of the Consultant’s Services shall be deemed substantially complete when the Consultant has delivered the phase-dependent deliverables identified in Exhibit A of this Agreement that are necessary to enable the County, the Architect, the Construction Manager at Risk (“CMAR”), and other County-retained consultants to proceed with their respective subsequent or concurrent phases of work, notwithstanding that minor revisions or refinements may remain.

2.1 Where the Consultant’s phase-dependent deliverables require incorporation of, or coordination with, work products prepared by the Architect, the CMAR, or other County-retained consultants, the applicable Phase shall be deemed substantially complete upon delivery of the Consultant’s deliverables based on the information reasonably available at the time, provided such deliverables are sufficient to support continuation of dependent work by the County or other consultants.

3. The Consultant’s services are intended to be performed concurrently with, and are dependent upon, the services of the Architect, the CMAR, and other County-retained consultants. The Consultant shall coordinate its Services with such parties in accordance with the Project Schedule and shall be entitled to reasonably rely upon their respective work products, schedules, and representations for purposes of performing and completing its phase-dependent deliverables

4. **Project Milestone Schedule.** Per Exhibit A, 2.3, it will be the Consultant’s responsibility to prepare, coordinate and maintain a detailed project schedule to the satisfaction of the County, which will incorporate all schedule related issues, required for the project including required Tasks and Project Milestones for all project team members. This milestone schedule shall be updated regularly and submitted to County for review and approval. Preliminary Grant Milestones are listed below.

4.1 **Construction Document Permit Submittal:** August 1, 2026

4.2 **Permit Received Date:** October 1, 2026

4.3 **Commencement of Construction:** October 1, 2026.

4.4 Construction Completion: April 1, 2028.

4.5 Facility Opening Date: July 1, 2028

- 5. Delays Outside of Consultant's Control.** Any delay in the preparation, revision, approval, or delivery of work products, decisions, or information by the County, the Architect, the CMAR, or other County-retained consultants that materially affects the Consultant's ability to perform or complete a Phase shall entitle the Consultant to an equitable adjustment in the time for completion of affected Phases.

END OF EXHIBIT B

EXHIBIT C PROJECT BUDGET

1 Basis of Compensation as a Fixed Fee

- 1.1 Excluding Additional Services only, the fees identified in the Agreement shall be full compensation for all Services required, performed or accepted under this Agreement, and shall include without limitation, costs for reimbursable expenses as identified below necessary to perform the Services.
- 1.2 Progress payments for Services shall be made monthly based upon Consultant's percentage completion of the Services as determined by County, unless County and Consultant expressly agree otherwise.

2 Payment Procedures / Work Breakdown Structure

- 2.1 The Work will be performed by task with the maximum compensation assigned to each task for Architectural/Engineering Services as follows:

2.1.1 Phase #1: Project Initiation & Setup:

Completion of Phase #1	<u>\$ 25,400</u>
Expenses: Included in Reimbursables below	

2.1.2 Phase #2: Design Phase Management:

Completion of Phase #2	<u>\$ 144,104</u>
Expenses: Included in Reimbursables below	

2.1.3 Phase #3: Pre-Construction Phase Management:

Completion of Phase #3	<u>\$ 95,184</u>
Expenses: Included in Reimbursables below	

2.1.4 Phase #4: Construction Phase Management & Administration:

Completion of Phase #4	<u>\$ 1,065,384</u>
Expenses: Included in Reimbursables below	

2.1.5 Phase #5: Project Closeout & Post Construction:

Completion of Phase #5	<u>\$ 155,544</u>
Expenses: Included in Reimbursables below	

2.1.6 Phase #5.4: Warranty Period Oversight

<u>Hourly</u> Maximum Not-to-Exceed Cost for Phase #7:	<u>\$28,080</u>
Expenses: Included in Reimbursables below	

2.1.7 Reimbursables:

Reimbursables for travel, accommodations, reproduction, and other project related costs will be billed independently. This reimbursable cost is not included in those Tasks listed above.

Maximum Not-to-Exceed Reimbursables Cost: \$152,670

2.1.8 If the maximum value shown in a completed phase is not expended through completion of that phase, the remainder of the value may be moved to and expended in subsequent phases. This adjustment of funds between phases shall be provided as a written request to and approved by the County's Project Manager.

2.2 Total Maximum Services Fee Defined. The total fee for all Services is calculated as follows:

2.2.1 Construction Project Management Services Fee Total: \$1,485,616

2.2.2 Warranty Oversight Cost Maximum: \$ 28,080

2.2.3 Reimbursables Cost Maximum: \$ 152,670

2.2.4 **Total Maximum Not-to-Exceed Agreement Value: \$1,666,366**

2.3 All billings and requests for progress payments shall require a written invoice from Consultant in a form acceptable to County. Consultant shall submit all billings with all necessary invoices, deliverables, or other appropriate evidence of performance. County shall make payment on approved amounts within each invoice within 30 days of receipt.

2.4 Reimbursable Expenses. Consultant's expenses are to be billed against the maximum not-to-exceed reimbursables cost included above and shall include actual out of pocket expenditures made by Consultant on behalf of County in the interest of the Project, with a 5% markup. No additional compensation shall be due for Consultant's expenses.

2.5 Additional Services. County will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("amendment") to this Agreement executed by County and the Consultant. Payment for all such Additional Services shall be as follows:

2.5.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at County's option, at Consultant's Billing Rates plus Reimbursable Expenses Related to Additional Services up to a guaranteed maximum price (GMP).

2.5.2 Subconsultants. For Additional Services of subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times [1.05] for general and administrative expenses. For Additional Services billed on an hourly basis, Consultant agrees that all subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of County.

- 2.5.3 Amendments must be negotiated and signed by the Consultant and County prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services.

2.6 Definitions

- 2.6.1 “Additional Services” mean services beyond the scope of the Services defined in this Agreement, identified as Additional Services in Exhibit A-Scope of Work.

- 2.6.2 “Billing Rates” shall be the hourly rates indicated on Exhibit D–Billing Rate Schedule. Where exact Billing Rates are not agreed upon and a multiplier method is used, then Billing Rates shall be calculated on the basis of “Actual Salary” (raw salary excluding all other salary related and/or fringe benefit costs of any type, nature or description), times the agreed multiplier. (Such multiplier shall include overhead, general and administrative expenses, employee fringe benefits, profit, interest on invested capital, readiness to serve, and all other contingencies and other considerations for the work of this Agreement.)

- 2.6.2.1 Billing rates shown in Exhibit D – Billing Rate Schedule generally include yearly escalation factors. Where the rates do not include these factors, and if additional services are necessary beyond the times indicated in the rate sheets, escalated rates shall be provided prior to execution of any amendments including additional services.

- 2.6.3 “Reimbursable Expenses Related to Additional Services” shall be limited to the list of reimbursable expenses listed in Exhibit D–Billing Rate Schedule and the specific expenses identified above and below. All other expenses are not reimbursable and are deemed included in the Billing Rate.

- 2.6.3.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by County to travel to a location more than 200 miles from either the Project site, the Consultant’s office(s), or County’s office, incurred performing Additional Services.

- 2.6.3.2 Delivery Costs. Overnight delivery costs incurred performing Additional Services.

- 2.6.3.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and other documents required under this Agreement, if any, incurred performing Additional Services.

- 2.6.3.4 Calculation. County shall pay Consultant the actual cost of all Reimbursable Expenses Related to Additional Services times [1.05] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost included in the Additional Services amendment.

END OF EXHIBIT C

EXHIBIT D
BILLING RATE SCHEDULE

Billing Rates Vanir Construction Management, Inc.

Humboldt County, Psychiatric Facility Vanir Rates				
Position	2026	2027	2028	2029
Project Director	\$256	\$264	\$271	\$279
Project Manager	\$218	\$225	\$231	\$237
Project/Field Engineer	\$150	\$155	\$159	\$164
Constructability Reviewer	\$212	\$218	\$225	\$232
Design Specialist/CASp	\$212	\$218	\$225	\$232
Scheduler	\$205	\$211	\$217	\$224
Cost Estimator	\$205	\$211	\$217	\$224

END OF EXHIBIT D

EXHIBIT E
SAMPLE INVOICE

Sample Invoice for Vanir Construction Management, Inc.



Construction Management, Inc.

4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
T 916-575-8888
F 916-575-8887
www.vanir.com

Name of Organization		Xxxx XX, 202X	
XXXX W Mockingbird Lane		Invoice No:	XXXXX
Suite XXX			
City, State Zip			
Project	000T676.000	Dikita/Vanir JV - Dallas ISD 2015 Bond Yr 1	
Reimbursable Payment Summary			
<u>Professional Services from Xxxx XX, 202X to Xxxx XX, 202X</u>			
Professional Personnel			
	Hours	Rate	Amount
Deputy Director			
Smith, Steve	160.00	XX.XX	XXXXX.XX
Doe, Jane	156.00	XX.XX	XXXXX.XX
Procurement/Auditor			
Roberts, Bob	174.00	XX.XX	XXXXX.XX
Total Labor			XXXXXX.XX
Reimbursable Expenses			XXX.XX
Amount Due This Invoice			XXXXXXXX.XX

[SAMPLE INVOICE ONLY]

Arizona | California | Colorado | Louisiana | Texas | Washington

END OF EXHIBIT E