



## City of Sonora

94 N. Washington Street  
Sonora, CA 95370  
(209) 532-4541  
[sonoraca.com](http://sonoraca.com)

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### *RECITALS:*

1. Vanir, hereinafter "Consultant", is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and
2. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
3. City desires to retain Consultant to render professional services as set forth in this Agreement.

### *AGREEMENT:*

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: ***"Consultant shall perform the services described on Exhibit A, which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."***
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City.
3. Compensation. Compensation to be paid to Consultant shall be no more than **\$50,000 for Phase 1 of the Scope of Services**. Project to be funded in phases as funding becomes available. In no event shall Consultant's compensation for Phase 1 exceed \$50,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this

Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

8. Consultant's Books and Records.

a. Consultant and sub-consultants shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant and sub-consultants shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by the City Administrator, City Attorney, City Auditor, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of Consultant to practice its profession.

14. Indemnity. Consultant shall indemnify and hold harmless City, its elected and appointed officials, officers, employees, and volunteers (collectively, "City") from losses, costs, liabilities, and expenses for any damage, injury, or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided under this Agreement to the extent that such Liability is caused by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subcontractors, consultants, or any person under its direction or control and shall make good to and reimburse City for any expenditures, including reasonable attorneys' fees, the City may incur by reason of such matters. Consultant's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that Consultant shall not be required to indemnify City for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the City. The City acknowledges that this indemnity does not require the Consultant to provide an up-front legal defense to the City. This indemnification clause shall survive the termination or expiration of this Agreement.

Consultant further agrees to provide, at Consultant's expense, reasonable assistance to the City in responding to third-party claims to the extent such claims implicate the quality of the Consultant's performance under this Agreement, which assistance shall include selection, management, and compensation of expert witnesses as necessary to substantiate or defend the quality of the Consultant's performance under this Agreement, as well as making Consultant's employees and project work product available as reasonably necessary to assist in the defense of such claims. This shall not preclude the City from recovering its reasonable attorneys' fees and defense costs in responding to third-party claims to the extent such claims are found to have been caused by the Consultant's negligence or willful misconduct.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonora  
94 N Washington Street  
Sonora CA 95370  
Attention: Melissa Eads, City Administrator

If to Consultant: Vanir Construction Management  
4540 Duckhorn Dr, Suite 300  
Sacramento, CA 95834  
Attention: Jerry Avalos

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City special counsel.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
23. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter, the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
24. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
25. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
26. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.
27. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF SONORA:**

**Vanir Construction Management**

By: \_\_\_\_\_  
**Melissa Eads,**  
**City Administrator**

By: \_\_\_\_\_  
**Jerry Avalos**

**ATTEST:**

\_\_\_\_\_  
**Tracy Skelly**

**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas White, City Attorney**

*EXHIBIT A*

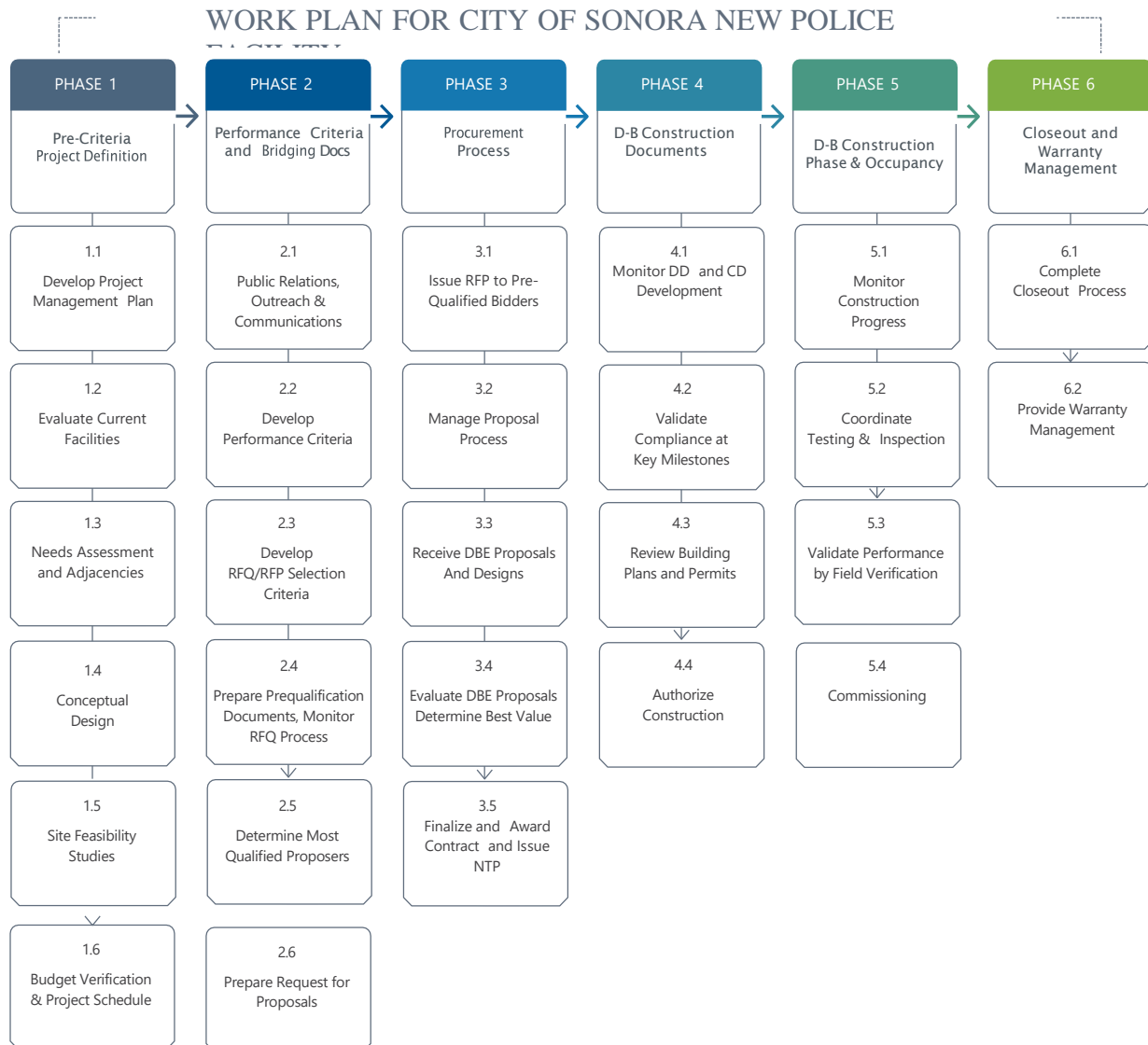
**PROJECT UNDERSTANDING & SCOPE OF WORK**

The key to the success of Design-Build (D-B) is to clearly establish the owner’s requirements through conceptual design combined with prescriptive and performance criteria and then ensure that conformance is met.

Having worked with many public entities in the implementation of their D-B projects we understand our role as the owner’s representative and advocate to ensure that your project goals and objectives are achieved. Vanir will collaborate with the City to clearly document and articulate the project requirements and D-B entity qualifications to ensure that the best team is selected to deliver the design and construction of your new Police Facility.

In defining the City’s requirements for this project, our team will clearly and concisely state what is required by the owner, what the D-B entity must provide in response to the RFP, and what is expected in terms of design and construction from the D-B entity - but we will generally not define how the D-B entity is to provide it.

On the following page you will find our approach to managing your project phases and tasks using our work plan framework. This work plan framework serves as a guide for the team throughout the process and is one of the key components of our “Project First” approach.





## ***Phase 1: Preliminary Site & Needs Assessments***

### ***Task 1.1: Develop the Project Management Plan***

**Rob Nash, Program Manager**, will oversee your project from conception through completion. Rob will be your day-to-day manager throughout phases 1 through 4 as outlined in this proposal. Rob will develop a Project Management Plan tailored specifically for your project. Our experience shows that for a project to end right, it must start right. The adage is “plan your work; then work your plan.” The Project Management Plan is the first step to success. It will include:

- The goals and objectives of the project
- An overview of the Design-Build process to be utilized
- A clear statement of the overall scope of work
- The organization of the project team
- The lines of communication
- Roles and responsibilities of each team member
- Project budget expectations control mechanisms
- Project schedule requirements

### ***Task 1.2: Evaluate Current Facilities***

The Vanir team will review and assess your existing Police facilities and/or other City owned facilities for their ability to support the current and future Police Department mission and needs. These reviews will provide the City the information necessary to make informed decisions about your existing facilities and any potentially new facility(s). We will review and make recommendations for any additional site investigations to augment the normally owner-provided survey, soils, and utility information. Our evaluation will include:

- Objective evaluation based on national and regional standards and guidelines, as well as our 40+ years of experience with Police facilities
- Identifying code violations and areas that conflict with best management practices
- Seismic integrity
- Building systems including Mechanical, Electrical, and Plumbing
- ADA assessment

### ***Task 1.3: Needs Assessment and Adjacencies***

Rob will facilitate multiple meetings to define the building space program, functional relationships, and operational adjacencies. At this point, we will also start to develop conceptual budget modeling for the project to be updated and refined with the development of the conceptual design. For the Needs Assessment we will:

- Conduct a series of interviews with PD to discuss current and future staffing. We will also meet regularly with other City representatives to gather information and keep the City informed of progress
- Confirm the organizational structure of the Police Department
- Use nationally recognized standards and guidelines in addition to own experience to determine space required
- Include major components of modern Police facilities such as appropriate office space, locker rooms, conference and training rooms, interview rooms, dispatch center, jail/holding area, property and evidence area, break rooms, information technology, report writing, City-wide EOC, sleeping rooms, storage, K9 training area, and other associated spaces
- Graphically represented adjacency requirements

### ***Task 1.4: Conceptual Design***

Rob and our team will translate the needs assessment into conceptual design options for single story and multiple stories. We will work with the City to engage in public comment and will be happy to present our findings to the City Council and/or other public presentations as requested. During this task we will be guided by:

- Conceptual design work sessions with City and PD to develop single and multi-floor alternatives.
- Designing a modern facility that attracts qualified applicants, improves retention, and conducive to work
- Meet Essential Services Facility standards
- Floor plan diagrams
- Building Elevations and Sections
- 3D massing diagrams

### ***Task 1.5: Site Feasibility Studies***

Rob will lead our team to provide a feasibility analysis at up to two potential sites to be determined. Our analysis will include evaluations of the ability of each site to accommodate current and future needs, development challenges such as slopes or rock, regulatory requirements including zoning and setbacks. We will document these findings in a report supported by the following graphics:

- Site adjacencies
- Site diagrams showing setback parking and access/egress requirements
- 3D massing diagrams showing the concept designs on each site

### ***Task 1.6: Budget Verification & Project Schedule***

Vanir will provide a project verification estimate based on the selected conceptual design to verify the project stays within the prescribed budget. We can assist the City with evaluating internal versus contract building official services.

Once the project site is finalized, Vanir will provide an overall project schedule illustrating all the tasks necessary to complete the project. A proposed schedule is included in this proposal to illustrate our understanding of the City's timeline for the project.

## ***Phase 2: Design-Build Owner's Representative Services***

### ***Task 2.1: Public Relations, Outreach and Communications***

Once the selection of the site and concept design is complete, Vanir (Rob/Scott) will work with the City to engage the City Council, staff and community to allow everyone the opportunity to learn and ask questions about the new facility/facilities. Specifically, we will:

- Conduct and facilitate three (3) public presentations:
  - Identify goals and strategic priorities
  - Present the Draft version of the report
  - Present the Final version of the report
- Vanir will also conduct one-on-one interviews with City Council members and Department Heads.
- Vanir will coordinate with City staff to perform two (2) citizen outreach workshops, as well as assist the staff on news media inquiries.

### ***Task 2.2: Develop Performance Criteria***

Rob will work with our Criteria Architect team to develop project concepts, project criteria and performance and prescriptive specifications that will define the project requirements in accordance with the needs assessment, programming and site analysis combined with our team's expertise in public safety facilities. Vanir will also prepare a list of required permits, as well as provide estimated costs of said permits.

### ***Task 2.3: Develop RFQ/RFP Selection Criteria***

The definition and development of the criteria from which the City will score, rank, and select a D-B entity for the project is a critical component of the process. The selection criteria needs to be clearly thought out to produce the right D-B team to move the project forward. It is also critical to define specific scoring and weighting of the criteria and the process for evaluation to ensure it is clear and defensible against protests. Rob will work with City staff to come up with critical success factors for the project which will assist in the weighting of the D-B team scoring.

### ***Task 2.4: Prepare Prequalification Documents, Issue and Monitor the RFQ Process***

The Vanir team will assist the City to market the RFQ to the D-B community, receive and respond to questions via formal addenda, and conduct formal past client interviews to confirm performance records. For the San Luis County Co-Located Dispatch Facility (also a Design-Build project), Vanir aggressively marketed the RFQ to all relevant contractors and architects, locally, statewide, and even some firms outside the area with specialized expertise. This intense marketing produced seven good quality responses for the County to consider for prequalification. Especially gratifying was that all seven teams included at least one local firm as the architect or general contractor.

### ***Task 2.5: Determine Qualified Proposers***

The most qualified responders will be determined based on the receipt of the responsive qualifications and results of the past client interviews. We will work with the City to finalize the recommended list of pre-qualified design-builders.

### ***Task 2.6: Prepare RFP***

Rob will assist the City to develop the solicitation package (RFP document) that sets forth the City's performance objectives and gives the pre-qualified D-B proposers the best opportunity to be creative and cost-competitive in their proposals. It will:

- Include an overview of the City's objectives for the project
- Establish the project Guaranteed Maximum Price (GMP) construction cost limitation
- Set forth a mutual level of trust and collaboration
- Establish the project target completion date
- Define and identify risk requirements
- Establish the level of design documents to be submitted
- Include all concept diagrams and supporting documents
- Establish the performance values and scoring methodology
- Identify minimum prescriptive requirements including codes and standards
- Define the BIM requirements for the Design-Builder to use in their documentation
- Provide full narrative of performance requirements
- Include the City D-B Entity form of contract
- Establish the performance substantiation processes and requirements
- Include the general and special conditions of the contract
- Include all site investigative material (survey, soils, traffic, etc.)

As part of the development of the RFP we will work with the City to develop the required procedures, practices, quality management, document management, scheduling systems, and project templates and forms.

## ***Phase 3: Receipt and Evaluation of D-B Request for Proposals***

### ***Task 3.1: Issue RFP to Pre-Qualified Design-Builders***

The RFP will be issued to the top three or four pre-qualified responders. Rob will assist the City to:

- Issue the RFP document via invitation to the pre-qualified responders
- Conduct mandatory pre-proposal meetings to review the document and answer any initial questions
- Conduct a tour of the selected site and elaborate on context issues in the RFP

### ***Task 3.2: Manage Proposal Process***

The RFP period will be an important, fast-paced and creative period. The Vanir team will assist the City to:

- Receive and respond to questions via formal addendum as needed
- Facilitate individual, confidential meetings with each DBE and the City, at 25% and 75% progress of their design, for owner input to ensure satisfaction (but not preference) with the design proposed
- Conduct an all-responder meeting mid-point of design progress, to review and discuss any common, overall (not individually specific) issues
- Guide the process to ensure that each proposal will fully address the RFP and will be acceptable to the City

### ***Task 3.3: Receive Bidders Proposals and Designs***

This activity will be very exciting and will highlight the benefit of this approach. The responders will each present their designs and proposals to an invited audience. Rob/ Scott will assist the City to conduct formal presentations and interviews individually with each proposer.

### ***Task 3.4: Evaluate DBE Proposals and Determine Best Value***

This whole process is done through an intense effort that receives and evaluates the proposals in a very short time period. Rob will work with the City to establish the evaluator panel composed of Owner's personnel, operations and maintenance representatives, plus invited user group representatives and other stakeholders.

### ***Task 3.5: Finalize and Award Contract and Issue Notice to Proceed***

Based on the City's formal approval of the evaluator panel's recommendation, Rob/ Scott will assist the City during negotiations of the D-B contract with the selected D-B entity and help prepare final award documents.

## ***Phase 4: DBE Design Development and Construction Documents***

### ***Task 4.1: Monitor Design Development and Construction Documents***

Our role and that of the criteria architect and consultants serve in a quality assurance role to substantiate compliance with the performance requirements. Vanir will:

- Conduct periodic meetings with the Project Team to monitor design issues, progress and facilitate decisions by the City
- Review the design to ensure compliance with the needs assessment and City requirements
- Monitor the project design and construction schedule to ensure on- schedule progress
- Evaluate and monitor D-B Entity's compliance with the contract
- Review design progress drawings for compliance with performance requirements and contract
- Ensure that sustainability and third- party commissioning efforts are incorporated into the design process from the onset

### ***Task 4.2: Validate Compliance at Key Milestones***

This is a formal step to ensure compliance with the contract and avoid surprises and requests for change orders during construction. Rob will:

- Conduct a formal review of the design progress at completion of the design development documents
- Conduct a formal review of the final design at completion of the construction documents.
- Conduct an all-stakeholder work session to overview and review the progress
- Each review will include formal critique and substantiation of compliance with the performance requirements.
- If any noncompliance is identified, the corrective action and/or alternative solution will be identified for City review and direction; value engineering can occur at this stage in the project as appropriate or needed

#### ***Task 4.3: Review Building Plans and Permit***

This task involves the normal “building permitting” process. The Design-Build entity will be responsible for obtaining all permits. Rob will serve to facilitate actions by the Authorities Having Jurisdiction and the City.

#### ***Task 4.4: Authorize Construction***

Once the Design-Build entity’s design work has been completed and approved by the City and has received all necessary permits, Rob/Scott will advise the City regarding the issuance of a Notice to Proceed with construction. If fast track or multiple-phased packages of construction is determined to be in the City’s best interest, the schedule parameters will be defined and noted as to milestones of activities for each package

### ***Phase 5: Design-Build Construction***

#### ***Task 5.1: Monitor Construction Progress***

Once construction is started, the Design-Build entity functions much like a traditional general contractor, and our role shifts to more traditional construction management responsibilities. Construction Manager Edward Rangel will be your on-site day-to-day construction manager for this portion of the work. Rob will attend meetings and will continue to be engaged in the project, but the on-site management shifts to Edward upon the NTP being issued. There are some exceptions that will be addressed as follows:

- Edward will manage all typical contractual documentation during the construction phase using the web-based management information system accepted by the City
- Edward will review submittals and RFIs specifically to verify conformance to the criteria documents
- We will provide estimating and value engineering services if and as necessary when the Design-Build Entity’s estimates and/or change order requests need reconciliation
- Edward will coordinate with the criteria architect and consultants to provide normal construction observation on an as needed basis
- We will provide scheduling and recovery services if and as necessary if the Design- Build entity’s schedule and/or change order requests need reconciliation

#### ***Task 5.2: Provide Inspections and Special Testing/Inspection***

The construction of the project will be subject to the testing and inspection plan developed by the criteria engineer. Vanir will provide quality control inspections and we will work with the City to bring on a firm to provide the special inspections on the project as the project nears construction.

Review and monitoring of environmental permitting and mitigation measures will be continued in accordance with the environmental documents and regulatory permits. Verifications of survey conformance and stormwater management compliance shall be done as needed.

#### ***Task 5.3: Validate Performance by Field Verification***

Most of the performance elements can be substantiated during the Design-Build entity’s finalization of design. However, some elements (such as weather performance of the building envelope, acoustical performance, etc.) may need to be field-tested for substantiation. Edward will:

- Coordinate formal review by those certain criteria consultants that may be required
- Facilitate field substantiation of performance requirements by special testing of all systems and elements not previously substantiated during the finalization of design

#### ***Task 5.4: Commissioning***

Design Phase Commissioning: We will perform a focused approach to the commissioning process in all phases of the project for all of your building systems.

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

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

- Develop an Owner Project Requirements (OPR) document
- Conduct design reviews for commissioned systems
- Review of Basis of Design (BoD) developed by the architect in response to OPR
- Incorporate commissioning in Construction Documents (CDs)
- Commission plan development/implementation
- Develop commissioning specifications
- Create issues log for tracking/action/resolution of commissioning items throughout the project

Construction Phase Commissioning per Cal Green Code: Vanir will perform a focused approach to the commissioning process in all phases of the project for all of your building systems.

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

Category 2: Provide significant value in low voltage systems integration including radio, detention and non-detention systems to ensure functional capacity and quality of your communications, data, audio-visual, speaker systems, fire-alarm and security systems. Contractor will be responsible to schedule and coordinate the commissioning functions. Vanir will document all commissioning activities and results and provide reports to the City.

- Review contractor MEP submittals for sequence of operations and set points
- Verify installation and startup of MEP and low voltage systems
- Verify performance testing in acceptance phase
- Verify functional testing and preparing of a commissioning report
- Verify/assist in facilitating operations and maintenance training
- Complete and provide a systems manual for commissioned systems
- Conduct one building systems assessment/warranty review between 9-11 months after turnover/operation

#### ***Phase 6: Closeout and Warranty Management***

##### ***Task 6.1: Complete Close-out Processes***

The project will require all normal close-out procedures. Edward will:

- Coordinate and schedule all final testing of equipment

- Receive the “as-built” model from the Design-Build entity and verify its completeness
- Prepare an occupancy plan that will include a schedule indicating critical interfaces for movement of furniture, equipment, new furniture and equipment
- Issue Certificate of Final Completion
- Assure correction of all punch list items
- Recommend release of retention and final payment
- Verify training your maintenance staff on the facility’s functionality and operation
- Assure transfer of record documents to the City including O&M manuals

***Task 6.2: Provide Warranty Management***

Vanir will initiate a system that identifies all warranty items that are expressed or implied from contractors, manufacturers or suppliers for work performed and materials furnished.

We will assist the City in establishing procedures to ensure that proper operational and maintenance requirements are performed to preclude invalidation of warranties.

*EXHIBIT B- BUDGET AND TIMELINE*