

**AMENDMENT FIVE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TAYLOR DESIGN**

THIS AMENDMENT TO THE AGREEMENT, entered into this 26th day of July 2022 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Taylor Design, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties wish to amend the Agreement to increase the total contract not to exceed value by **\$1,898,152**, of which, \$760,152 is for additional staff required to oversee Construction Administration and OSHPD design compliance review, and;

WHEREAS, Amendment 5 confirm the parties acceptance of change orders 14 through 16 in the amount of \$1,227,569 and;

WHEREAS, the County's Project Team request authority to carry over \$36,444 of Owner's Contingency and add \$1,138,000 to Owner's Contingency for a new value of \$1,174,444 and a new total maximum contract fiscal obligation, not to exceed amount of **\$14,356,402**.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 "Payments" of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOURTEEN MILLION THREE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED TWO dollars (**\$14,356,402**). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

- Current Exhibit A as amended thru Amendment #04 is hereby deleted in its entirety and replaced with Revised Exhibit A, (rev. 7/26/2022)

See attached

- Current Exhibit B as amended thru Amendment #04 is hereby deleted in its entirety and replaced with Revised Exhibit B, (rev. 7/26/2022).

See attached

- Exhibit C, as amended thru Amendment #04 is hereby deleted in its entirety and replacements with Revised Project Schedule dated 04/04/22.

See attached

Taylor Design Change Order Summary Table

- Exhibit A Scope of Work
- Exhibit B Fee Schedule
- Exhibit C Project Schedule
- Exhibit D Illustrative Map of Enabling Projects

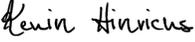
TAYLOR CHANGE ORDER SUMMARY

San Mateo Health Campus Upgrade Project Contract Summary									
Taylor Design R075043 SMMC PROJECT									
Project Name	Base Contract	Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Contract Total	Contract Not to Exceed Value	Remaining NTE Contract Balance
	\$ 7,124,270.00	\$ 7,124,270.00	\$ 8,874,270.00	\$ 8,737,470.00	\$ 9,667,470.00	\$ 10,427,622.00	\$ 13,181,958.00	\$ 14,356,402.00	\$ 1,174,444.00
OSHPD Compliance Facilitation	\$ 40,160.00	\$ -					\$ 40,160.00		
Nursing Wing Ground Floor Renovation	\$ 1,901,905.00						\$ 1,901,905.00		
1954 Building Demolition	\$ 858,180.00				\$ (167,580.00)		\$ 690,600.00		
New Admin and Link Building Pre-Design	\$ 183,320.00						\$ 183,320.00		
New Admin and Link Building	\$ 3,378,455.00		\$ 1,557,776.00	\$ (136,800.00)	\$ (581,658.00)		\$ 4,217,773.00		
Site Work and Health Services Building Demo	\$ 625,250.00		\$ 192,224.00		\$ (137,093.00)		\$ 680,381.00		
Reimburables	\$ 137,000.00						\$ 137,000.00		
Group B/C CA Support	\$ -				\$ 1,816,331.00	\$ 760,152.00	\$ 2,576,483.00		
Owner Contingency	\$ 712,427.00	\$ 712,427.00	\$ 1,391,412.00	\$ 1,528,212.00	\$ 2,790,780.00	\$ 3,928,780.00			
CO 1	\$120,700.00								
CO 2	\$232,423.00								
CO 3	\$26,712.00								
CO 4	\$261,577.00								
CO 5	VOID								
CO 6				\$162,960.00					
CO 7				\$129,150.00					
CO 8				\$137,890.00					
CO 9				\$118,674.00					
CO 10				\$31,650.00					
CO 11				\$190,000.00					
CO 12				\$38,000.00					
CO 13				\$76,941.00					
CO 14					\$225,145.00				
CO 15					\$19,809.00				
CO 16 - This Change Order					\$982,705.00				
Change Order Totals	\$2,754,336.00								

5. All other terms and conditions of the agreement dated April 6, 2017 and as amended, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Taylor Design

	17-Jul-2022 15:52 PDT	Kevin Hinrichs
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By: County Executive Officer, San Mateo County

DATE

Exhibit A (Rev. 7/26/2022)

The full project scope includes, but is not limited to, the following components:

1. OSHPD Compliance Facilitation
2. A10-Nursing Wing Ground Floor Renovation (two OSHPD milestones)
3. A31-Central Plant Renovation (this is phases construction; Phase 1 is interior renovation and Phase 2 is exterior loading dock)
4. A32- Fire Alarm Annunciator Panel
5. A40-MRI Trailer and Dental Van Relocation
4. B50-New Administration Building (this project includes following permit sets)
 - a) Early site demo
 - b) Fire line relocation
 - c) Admin Structural package
 - d) 1954 Existing
6. B60-North Addition Backfill
7. C70-1954 Building. (this project also requires Contractor to facilitate the Removal of Acute Care Services (RACS) process with HCAI)
8. C80-New Link Building
9. C90-Site work and Demolition of Health Services Building
10. C94-PG&E pad
11. Enabling project as listed below:
 - a) North Addition Backfill
 - b) Interim Materials Management Loading Dock
 - c) Interim Med-gas shed
 - d) ED lot ADA Changes
 - e) Serenity House van relocation
 - f) 37th Ave ISD connection
 - g) Accessible and egress path of travel to the new admin building

In addition to the project components listed above, the contractor must coordinate with the following projects. These projects include - (a) design-build scope managed by the Construction Manager at Risk (CMR) for construction means and methods; (b) project scope managed by the County with separate vendor(s). The contractor's responsibilities include, but are not limited to, coordinating these projects with their overall campus plan, coordinating the review and approval of these projects with AHJ (particularly HCAI), and providing technical/design assistance to the County and CMR, etc.

1. Interim EV charging stations.
2. Permanent EV charging stations
3. Rooftop top and site solar PVs
4. Admin Building temporary shoring
5. North Addition temporary shoring and underpinning
6. 1954 Building bunker underpinning
7. 1954 Building Demolition interim conditions as it pertains to the wall separation.
8. Central Plant interim egress
9. ED lot ADA changes interim egress
10. Fire alarm annunciator panel upgrades (in phases)
11. Fire alarm Network Command Center (NCC) relocation

In consideration of the payments set forth in Exhibit B, the Contractor shall provide the following services:

1. PROJECT SCOPE
 - 1.1. The areas of work include the following individual scope:

1.1.1. OSHPD Compliance Facilitation

- 1.1.1.1. Assist County of San Mateo with compliance of seismic safety requirements by presenting proposed solutions, meeting and communicating with OSHPD, and documenting the accepted solution.

1.1.2. Nursing Tower Ground Floor Renovation

- 1.1.2.1. Complete renovation of the existing area for new departments which may include but not limited to kitchen, cafeteria, PBx, staff lockers, emergency storage, outpatient rehabilitation clinic, etc.;
- 1.1.2.2. Revised loading zone and parking area adjacent to the project area;
- 1.1.2.3. The Authority Having Jurisdiction (AHJ) includes but not limited to OSHPD, County of San Mateo Planning and Building Department, City of San Mateo and other relevant agencies. Contractor shall be responsible for obtaining all necessary building permits.
- 1.1.2.4. Please refer to Exhibit C for tentative schedule.

1.1.3. Central Plant Renovation

- 1.1.3.1. Complete renovation of the existing Engineering Shop, Engineering Office and ISD Office area for new departments which may include but not limited to Materials Management Warehouse/Storage, Central Supply, Linen Department, etc.;
- 1.1.3.2. Revised loading zone and parking area adjacent to the project area, including associated site work.
- 1.1.3.3. The Authority Having Jurisdiction (AHJ) includes but not limited to OSHPD, County of San Mateo Planning and Building Department, City of San Mateo and other relevant agencies. Contractor shall be responsible for obtaining all necessary building permits.
- 1.1.3.4. Please refer to Exhibit C for tentative schedule.

1.1.4. Construction of New Administration Building

- 1.1.4.1. A new Administration Office Building shall be constructed at the Parking Lot (also known as the Doctor's Parking Lot) immediately to the South of the 1954 Building.
- 1.1.4.2. The newly proposed building is intended to be approximately 52,000 SF with three levels and shall utilize the entire Parking Lot area.
- 1.1.4.3. Programs to be relocated from the 1954 Building and Health Services Building to the new Administration Office Building includes but are not limited to; Hospital Administration, County of San Mateo Public Health Lab, County of San Mateo Coroner's Office Morgue, and SMMC Security Department.
- 1.1.4.4. Contractor shall provide Four (4) distinct packages suitable for submission to the applicable AHJs for issuance of Building Permit. These packages shall include Early Site Demo Package (early site demo and utility relocation scope), 1954 Building Exiting Package, Foundation + Structural Steel Package and the Admin Building Package (architectural + MEP/T/FA/FP).
- 1.1.4.5. The Building MEP/T/FA/FP design will be performed by the Design-Building subcontractor. The contractor shall be responsible to provide the Basis of Design including the single line schematic drawings for these systems suitable for bidding and completion of the Foundation + Structural Steel Package. Also, contractor shall work with the selected Design-build subcontractor for the coordination of Foundation

+ Structural Steel Package and the Admin Building Package (architectural + MEP/T/FA/FP).

1.1.4.6. It shall be responsibility of the Contractor to design to the County's budget. In an event where the cost estimates produced by an independent cost consultant is higher than the allocated budget, it shall be responsibility of the contractor to make necessary adjustments to the design in order to align to the County's Budget.

1.1.4.7. The Authority Having Jurisdiction (AHJ) includes but not limited to OSHPD, County of San Mateo Planning and Building Department, City of San Mateo and other relevant agencies. Contractor shall be responsible for obtaining all necessary building permits.

1.1.4.8. The New Administration Building shall be at-least LEED certified.

1.1.4.9. Please refer to Exhibit C for tentative schedule.

1.1.5. Demolition of 1954 Hospital Administration Building

1.1.5.1. Complete demolition of the building, repair the wall separating the building from the adjacent hospital, modify exit paths, prepare site for the new Link Building.

1.1.5.2. Construct 3 hour rated party wall separation hospital for the new Link Building.

1.1.5.3. Project area is 109,000sf;

1.1.5.4. The Authority Having Jurisdiction (AHJ) is OSHPD. Contractor shall be responsible for obtaining all necessary building permits.

1.1.5.5. Please refer to Exhibit C for tentative schedule.

1.1.6. Construction of New Link Building

1.1.6.1. The Link Building shall be constructed immediately to the North of the newly constructed Administration Office Building.

1.1.6.2. The Link Building is intended to be approximately 35,000 SF with three levels.

1.1.6.3. The Link Building shall house administrative offices, public café, County of San Mateo Coroner's Office, County of San Mateo Health System public facing functions such as Vital Stats, Health Coverage Unit, etc. and will connect the new Administration Office Building to rest of the hospital.

1.1.6.4. Like the Admin Building, MEP/T/FA/FP design for the Link Building will be performed by the Design-Building subcontractor. The contractor shall be responsible to provide the Basis of Design including the single line schematic drawings for these systems suitable for bidding purposes. Also, contractor shall work with the selected Design-build subcontractor for the coordination of the 100% construction documents suitable for issuance of permit.

1.1.6.5. It shall be responsibility of the Contractor to design to the County's budget. In an event where the cost estimates produced by an independent cost consultant is higher than the allocated budget, it shall be responsibility of the contractor to make necessary adjustments to the design in order to align to the County's Budget.

1.1.6.6. The Authority Having Jurisdiction (AHJ) includes but not limited to OSHPD, County of San Mateo Planning and Building Department, City of San Mateo and other relevant agencies. Contractor shall be responsible for obtaining all necessary building permits.

1.1.6.7. The New Link Building shall be at least LEED certified.

1.1.6.8. Please refer to Exhibit C for tentative schedule.

1.1.7. Site Work, Landscape, and Parking and Demolition of Health Services Building

- 1.1.7.1. Project area shall include new Administration Building, new Link Building, 1954 Building, Health Services Building and associated areas that will be impacted as a result of this project;
- 1.1.7.2. Re-grade the site as required by the building(s) demolition and new site design, new buildings construction, including landscaped areas, parking, vehicle drop off, and Sam Trans bus stop;
- 1.1.7.3. It shall be responsibility of the Contractor to design to the County's budget. In an event where the cost estimates produced by an independent cost consultant is higher than the allocated budget, it shall be responsibility of the contractor to make necessary adjustments to the design in order to align to the County's Budget.
- 1.1.7.4. The Authority Having Jurisdiction (AHJ) includes but not limited to OSHPD, County of San Mateo Planning and Building Department, City of San Mateo and other relevant agencies Contractor shall be responsible for obtaining all necessary building permits.
- 1.1.7.5. Please refer to Exhibit C for overall Project schedule.

1.1.8. Enabling project

- 1.1.8.1. Please refer to Exhibit D for an illustrative map of the enabling projects.
- 1.1.8.2. The construction of enabling projects must be completed for occupancy of the new admin building and the start of demolition of the 1954 Building. Please refer to Exhibit C for the project schedule of these enabling projects and their ties to the overall project schedule. It is imperative for the contractor to meet the schedule of these enabling projects in order to avoid the overall project delay.
- 1.1.8.3. The Authority Having Jurisdiction (AHJ) includes but not limited to HCAI, County of San Mateo Planning and Building Department, City of San Mateo and other relevant agencies Contractor shall be responsible for obtaining all necessary building permits.
- 1.1.8.4. Please refer to Exhibit C for overall Project schedule.

2. GENERAL SERVICES

- 2.1. The Architect's services consist of those described in herein and shall include structural engineering (including water proofing), civil engineering, landscape engineering, kitchen and medical equipment planning, cost estimating, acoustical engineering, signage design, architectural interior design and furniture selection. The mechanical, plumbing, technology, electrical, fire alarm and fire sprinkler engineering services will only be required for the Nursing Wing Ground Floor Renovation and Central Plant Renovation Projects.
- 2.2. The Architect shall manage the Architect's services, consult with the County of San Mateo, research applicable design criteria, attend Project meetings, Public meetings, communicate with members of the Project team, and report progress to the County of San Mateo.
- 2.3. The Architect shall coordinate its services with those services provided by the County of San Mateo and the County of San Mateo's identified consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the County of San Mateo and the County of San Mateo's consultants. The Architect shall provide prompt written notice to the County of San Mateo if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- 2.4. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed

by such governmental authorities and by such entities providing utility services. The Architect shall be responsible to obtain all necessary permit and approvals.

2.5. The Architect shall assist the County of San Mateo in connection with the County of San Mateo's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.6. This Project is to be designed, documented, and delivered using Building Information Modeling (BIM) to support multi-disciplinary coordination, design visualization, 3D presentations, model walk-through, and other uses as appropriate to collaborate with the selected CM at Risk to develop the GMP. The Level of Development (LOD) Specification will be collaboratively developed with the Owner's team and selected CM at Risk.

3. OSHPD COMPLIANCE FACILITATION

3.1. The Architect shall assist the County of San Mateo regarding compliance with OSHPD seismic safety requirements.

3.2. The Architect shall assist to develop an approach, schedule, and documentation for compliance.

3.3. The Architect shall meet with County of San Mateo, OSHPD, and other agencies as necessary to review the proposed compliance documentation.

3.3.1. Up to eight (8) meetings, including travel to Sacramento, may be required.

4. BUILDING INFORMATION MODELING

4.1. Architect shall work with the CM at-Risk entity selected to develop an integrated Building Information Modeling ("BIM") Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. The entire design and construction team, including Architect and their sub-consultants (with an exception of Civil, Landscape and Fire Alarm sub consultants) as well as the selected CM/GC and their sub-contractors, shall all utilize BIM for design, documentation, and delivery of this Project.

4.2. The "Level of Development" (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in the model elements in BIM to support the Authorized Uses associated with such LOD. "Authorized Uses" refers to the permitted uses of the data contained in BIM in accordance with the specified content and reliability of BIM at various stages in the design and construction process.

4.3. Architect shall comply with its obligations regarding Building Information Modeling ("BIM") identified on Attachment BIM attached to this Appendix A and incorporated herein. Architect shall only be responsible for the accuracy or completeness of the information authored and/or modified by Architect and its sub-consultants performed in accordance with the permitted Authorized Uses identified in the approved LOD Specification and in consistent with the Standard of Care. It is understood and agreed that Architect is not responsible for the accuracy or completeness of any information authored and/or modified any other parties including, without limitation, Owner, Contractor and its subcontractors.

4.4. Attachment BIM is subject to modification by Owner at Owner's reasonable request. Architect must notify Owner within seven (7) calendar days of receipt of any modification to Attachment BIM if it believes the modification is so extensive as to justify additional services compensation.

5. PRE-DESIGN SERVICES

5.1. The Architect shall provide preliminary design services, including the following tasks:

- 5.1.1. Stakeholder meetings with the County of San Mateo and selected User Groups to discuss project design objectives, stakeholder values, space needs and adjacencies, quantity and functional responsibilities of personnel, human and material flow patterns, major equipment, and site requirements.
- 5.1.2. Perform a site investigation with Engineering Consultants to determine existing infrastructure conditions, observe workflow, and obtain general project information.
- 5.1.3. Obtain and review preliminary equipment information from the County of San Mateo for the areas of work.
- 5.1.4. Visioning meeting with the County of San Mateo and selected User Groups to determine customer, user, patient, caregiver, and staff experience, workplace strategy, and organizational structure.
- 5.1.5. Perform primary user research to determine ethnographic approach, observe operations, map circulation flow, and interview staff as applicable.
- 5.1.6. Prepare design strategy based on primary and secondary research to distill brand strategy into values, personality, key ideas, positioning, and vision to summarize the experience characteristics.
- 5.1.7. Develop preliminary design strategy document(s) that also includes programming information summarizing the quantitative and qualitative requirements for the project.
- 5.1.8. Meet with the County of San Mateo and selected User Groups to review the design strategy and programming document(s).

5.2. The Architect shall provide Programming Services, including the following tasks:

- 5.2.1. Develop concept and/or test-fit plans based on County of San Mateo input and site information.
 - 5.2.1.1. Conduct thorough interviews with all concerned user groups and document the findings.
- 5.2.2. Develop phasing plans and work with County of San Mateo to develop phasing schedule.
- 5.2.3. Meet with the County of San Mateo and selected User Groups to review refined program, phasing, and concept plans.
- 5.2.4. Meet with County of San Mateo and selected User Groups to review and approve Pre-Design submittal.

6. SCHEMATIC DESIGN PHASE SERVICES

This phase is expected to end with a clear design direction that includes a design presented in BIM showing the building shells and associated functional components to enable use and coordination by the CM/GC. Mechanical Electrical Plumbing (“MEP”) design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for public, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. The CM/GC and independent cost consultant as hired by the contractor will develop a preliminary cost model based on the schematic design for pre-construction reviews.

6.1. BIM Project Execution Planning

- 6.1.1.1. Architect shall work with the selected CM/GC to develop an integrated BIM Execution Plan to document the project delivery standards and protocols for the BIM

uses and deliverables for Owner's approval. See Attachment BIM attached to this Appendix A.

- 6.1.1.2. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc.
- 6.1.1.3. The entire design and construction team, including Architect and their sub-consultants as well as the selected CM/GC and their sub-contractors, shall all utilize BIM for design, documentation, and delivery of this Project.
- 6.2. The Architect shall review the program and information furnished by the County of San Mateo, and shall review laws, codes, and regulations applicable to the Architect's services.
- 6.3. The Architect shall prepare a preliminary evaluation of the County of San Mateo's program, schedule, and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the County of San Mateo of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 6.4. The Architect shall present its preliminary evaluation to the County of San Mateo and shall discuss with the County of San Mateo alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the County of San Mateo regarding the requirements of the Project.
- 6.5. Based on the Project's requirements agreed upon with the County of San Mateo, the Architect shall prepare and present for the County of San Mateo's approval a preliminary design illustrating the scale and relationship of the Project components.
- 6.6. Based on the County of San Mateo's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the County of San Mateo's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- 6.7. The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the County of San Mateo's program, schedule, code requirements, and budget for the Cost of the Work. The County of San Mateo may obtain additional environmentally responsible design services as an optional service.
- 6.8. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the County of San Mateo's program, schedule, and budget for the Cost of the Work.
- 6.9. The Architect shall submit to the County of San Mateo an estimate of probable construction cost.
- 6.10. The Architect shall submit the Schematic Design Documents to the County of San Mateo and request the County of San Mateo's approval.

- 6.11. The Architect shall provide Schematic Design Services, including the following tasks:
- 6.11.1. Prepare design concept and design inspiration images based on design guidelines.
 - 6.11.2. Meet with County of San Mateo and selected User Groups to review design concepts and determine design direction and aesthetics to support experience characteristics.
 - 6.11.3. Obtain electrical panel testing, circuit tracing, chilled water testing, and air balance measurement results from the County of San Mateo, as applicable, to aid the project team in determining necessary infrastructure upgrades.
 - 6.11.4. Perform a Code Analysis of the areas of work to provide recommendations based on project specific requirements.
 - 6.11.5. Prepare three (3) finish palette options.
 - 6.11.6. Develop three (3) floor plans based on concept/test-fit plan(s).
 - 6.11.7. Meet with County of San Mateo and selected User Groups to review finish palette options and floor plans and select one for further development (1 meeting).
 - 6.11.8. Prepare interior and exterior design models with three (3) design options.
 - 6.11.9. Meet with County of San Mateo and selected User Groups to review design options and select one for further development (2 meetings).
 - 6.11.10. Refine selected floor plan, finish palette and design option and prepare preliminary equipment plan.
 - 6.11.11. Meet with County of San Mateo and selected User Groups to review and signoff on final floor plan, finish palette and design option. Review preliminary equipment plan (2 meetings).
 - 6.11.12. Prepare Schematic Design drawings including revised floor plan, ceiling plan, equipment plan as well as coordinate with engineers to develop basis of design narratives/sketches, flow schematics, electrical one line diagram.
 - 6.11.13. Prepare a preliminary table of contents for specifications.
 - 6.11.14. Meet with County of San Mateo and selected User Groups to review and approve Schematic Design set and review construction costs.

7. DESIGN DEVELOPMENT PHASE SERVICES

- 7.1. Based on the County of San Mateo's approval of the Schematic Design Documents, and on the County of San Mateo's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the County of San Mateo's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, substantially completed P&IDs and electrical one-line diagram, equipment schedule, panel schedule and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, technology, electrical systems, physical and electronic security systems and other authorized specialty services (such as acoustical, audiovisual, landscape design, cost estimation, etc.), and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- 7.2. A fully coordinated BIM with all disciplines (including Structural, MEP, and Fire Protection with an exception of Civil, Landscape and Fire Alarm sub consultants) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.

- 7.3. The Architect shall update the estimate of probable construction cost.
- 7.4. The Architect shall submit the Design Development Documents to the County of San Mateo, advise the County of San Mateo of any adjustments to the estimate of probable construction cost, and request the County of San Mateo's approval.
- 7.5. The Architect shall also provide Design Development Services, including the following tasks:
 - 7.5.1. Obtain final site-specific vendor equipment installation drawings from the County of San Mateo including seismic anchoring and infrastructure information.
 - 7.5.2. Meet with the Authority Having Jurisdiction (AHJ), and the County of San Mateo as available, to review preliminary project information to identify possible project issues prior to submittal.
 - 7.5.3. Meet with the County of San Mateo and selected User Groups to review and approve the 100% Design Development submittal.

8. CONSTRUCTION DOCUMENTS PHASE SERVICES

- 8.1. Based on the County of San Mateo's approval of the Design Development Documents, and on the County of San Mateo's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the County of San Mateo's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of 100% Drawings, Specifications and calculations setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The County of San Mateo and Architect acknowledge that in order to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals.
- 8.2. The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- 8.3. During the development of the Construction Documents, the Architect shall assist the County of San Mateo in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the County of San Mateo and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- 8.4. Coordination of design submission materials for LEED as required by USGBC and the design for location of site renewable and associated systems.
- 8.5. The Architect shall update the estimate of probable construction cost.
- 8.6. The Architect shall submit the Construction Documents to the County of San Mateo, advise the County of San Mateo of any adjustments to the estimate of probable construction cost, make appropriate recommendations to the County of San Mateo to adjust the Project's size, quality or budget, and request the County of San Mateo's approval.
- 8.7. The Architect shall also provide Construction Document Services, including the following tasks:
 - 8.7.1. Coordinate with the County of San Mateo's consultants to incorporate information into project drawings.
 - 8.7.2. Meet with County of San Mateo and selected User Groups to review and approve the 100% Construction Document submittal.
 - 8.7.3. Prepare and issue submittal packages including drawings, applications, calculations, and project manual of specifications for review by AHJ.
 - 8.7.4. Revise submittal package and prepare written responses to AHJ comments.

8.7.5. Prepare backcheck packages including drawings, applications, calculations, and project manual of specifications for review by AHJ.

8.7.6. Include visits to AHJ in Sacramento for over-the-counter reviews.

9. BIDDING PHASE SERVICES

9.1. The Architect shall assist the County of San Mateo in establishing a list of prospective contractors. Following the County of San Mateo's approval of the Construction Documents, the Architect shall assist the County of San Mateo in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

9.2. The project will be competitively bid. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

9.3. The Architect shall assist the County of San Mateo in bidding the Project by:

9.3.1. providing Bidding Documents to the County of San Mateo for distribution to prospective bidders;

9.3.2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

9.3.3. attending pre-bid conference for prospective bidders, as organized and conducted by the County of San Mateo;

9.3.4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

9.3.5. attendance for the opening of the bids, as directed by the County of San Mateo.

9.4. The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

10. CONSTRUCTION PHASE SERVICES

10.1. The Architect shall provide administration of the Contract between the County of San Mateo and the Contractor as set forth below.

10.2. The Architect shall advise and consult with the County of San Mateo during the Construction Phase Services. The Architect shall have authority to act on behalf of the County of San Mateo only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

10.3. The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

10.4. The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the County of San Mateo:

- 10.4.1. Weekly visits to the site by the Architect over the duration of the Project during construction to attend weekly OAC (Owner-Architect-Contractor) meetings, any meeting(s) necessary related to design, etc.
 - 10.4.2. Weekly observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents and in compliance with design drawings/specifications and design intent. An observation report shall be developed and submit to CM/GC and owner (County) for every observation visit.
 - 10.4.3. Two (2) visits to observe portions of the Work to determine final completion
- 10.5. Evaluation of the Work
- 10.5.1. The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in this Agreement, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the County of San Mateo reasonably informed about the progress and quality of the portion of the Work completed, and report to the County of San Mateo (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
 - 10.5.2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
 - 10.5.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the County of San Mateo or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
 - 10.5.4. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both County of San Mateo and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
 - 10.5.5. Unless the County of San Mateo and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the County of San Mateo and Contractor as provided in the Contract Documents.
- 10.6. Certificates for Payment to Contractor
- 10.6.1. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the County of San Mateo, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract

Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

10.6.2. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County of San Mateo to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

10.6.3. The Architect shall maintain a record of the Applications and Certificates for Payment.

10.7. Submittals

10.7.1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within two weeks, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

10.7.2. In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

10.7.3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

10.7.4. The Architect shall review and respond to requests for information (RFI) about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon (two weeks) or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

10.7.5. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

10.8. Changes in the Work

10.8.1. The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the County of San Mateo's approval and execution in accordance with the Contract Documents.

10.8.2. The Architect shall maintain records relative to changes in the Work.

10.9. Contractor recognizes that time is of the essence and therefore agrees to perform its Construction Phase Services within the terms of the Original Agreement and this modification. Should the progress of Contractor's Architectural Services at any time fall behind schedule for any reason other than Excusable Delays, Contractor shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring the progress of the Services under this Contract Modification back on schedule and consistent with the Standard of Care required by the Original Agreement.

10.10. Representations

Contractor represents that the level of effort needed to perform the Construction Administration Phase (CA) requires Contractor to commit additional resources and staff. Contractor represents that it has carefully reviewed the scope of CA services to be performed for the remainder of the construction phase and taken into consideration the status of the Project. Contractor agrees to perform the expected CA services within the fee allocated per the original contract and previous Modifications 1-4, and the increased contract amount per this Amendment 5 is sufficient to meet the project schedule and contract obligations.

10.11. Qualified Personnel

For purposes of this Contract Modification, Contractor agrees to increase the staff assigned to perform the CA phase services. Any changes to the staff assignment must be approved by the County in advance of any change. Contractor agrees that it will not charge the County for the training or "bringing up to speed" staff assigned to work on the Project.

11. PROJECT COMPLETION

11.1. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the County of San Mateo, for the County of San Mateo's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

11.2. The Architect's observations shall be conducted with the County of San Mateo to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

11.3. When the Work is found to be substantially complete, the Architect shall inform the County of San Mateo about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

11.4. The Architect will work with the County of San Mateo, IOR, and others as necessary to complete Verified Reports as required at progress milestones and at project completion.

11.5. The Architect shall forward to the County of San Mateo the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial

release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County of San Mateo against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

- 11.6. Upon request of the County of San Mateo, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the County of San Mateo to review the facility operations and performance.
- 11.7. Coordination required for the collection of design changes and as-built conditions based on RFI, marked up prints, drawings and other information provided by the CM/GC at Project completion for incorporation into the final design record documents, Record documentation must be provided to the Project Development Unit in the following formats:
- BIM – Source files in their native formats (e.g. Revit, Navisworks, etc.)
 - AutoCAD
 - PDF
 - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
 - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")
- 11.8. Contractor represents that it has the qualified personnel needed to perform the CA Services in a manner consistent with the Standard of Care necessary to meet the Substantial Completion date of August 2024 and the Final Completion date of September 2024.

Exhibit B (Rev. 7/26/2022)

NOTE: Changes per Amendment 05 in red and bolded.

In consideration of the services provided by the Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

The County and Contractor have worked collaboratively to negotiate a fair and equitable cost for Additional Services presented by Contractor. In addition, the County has agreed to pay for additional resourcing according to a staffing plan presented by Contractor to allocate additional resources commensurate with the level of service needed for the CA services for the remainder of the project per the scheduled completion date. The County and Contractor Design have mutually agreed that additional requests for compensation for CA services will not be considered unless there are significant unanticipated changes. In consideration of the additional staffing levels and settlement of ASRs, the County agrees to increase Contractor's fee in accordance with the breakdown listed below:

OSPHD Compliance Facilitation - \$40,160

Nursing Tower Ground Floor Renovation - \$1,901,905

Breakdown of Nursing Tower Ground Floor Renovation is as follows:

- Pre-Design - \$102,582
- Schematic Design - \$271,065
- Design Development - \$412,067
- Construction Documents - \$638,096
- Permitting - \$84,483
- Bidding - \$43,925
- Construction Administration - \$349,687

*1954 Building Demolition - **\$690,600***

Breakdown of 1954 Building Demolition is as follows:

- Pre-Design - \$61,708
- Schematic Design - \$115,176
- Design Development - \$181,763
- Construction Documents - \$270,977
- Permitting - \$36,359
- Bidding - \$24,617

New Administration Building and Link Building Pre-Design - \$183,320

*New Administration and Link Building – **\$ 4,217,773***

Breakdown of New Administration and Link Building is as follows:

- Schematic Design – \$1,074,823
- Design Development - \$1,162,575
- Construction Documents - \$1,699,614
- Permitting - \$159,807
- Bidding - \$120,954

*Site Work and Health Services Building Demolition - **\$680,381***

Breakdown of Site Work and Health Services Building Demolition is as follows:

- Schematic Design - \$147,578
- Design Development - \$193,729
- Construction Documents - \$265,753
- Permitting - \$39,712
- Bidding - \$33,609

*Construction Administration for the Project (Admin Building, Link Building, 1954 Demolition, Site work, Central Plant Phase II construction and HSB Demolition) - \$1,816,331 and **\$760,152 added through Amendment 5 for a total \$2,576,483.00***

Reimbursable - \$137,000

Change Order #01 dated January 22, 2018 as executed on January 31, 2018 - \$120,700

Change Order #02 dated March 30, 2018 as executed on April 13, 2018 - \$232,423

Change Order #03 dated November 29, 2018 as executed on December 05, 2018 - \$26,712

Change Order #04 dated March 07, 2019 as executed on March 08, 2019 - \$261,577

Change Order #05 (VOID)

Change Order #06 dated November 11, 2019 as executed on December 9, 2019 - \$162,960

Change Order #07 dated February 6, 2020 as executed on February 19, 2020 - \$129,150

Change Order #08 dated April 17, 2020 as executed on May 7, 2020 - \$137,890

Change Order #09 dated August 26, 2020 as executed on September 3, 2020 - \$118,674

Change Order #10 dated January 5, 2021 as executed on January 6, 2021 - \$31,650

Change Order #11 dated March 22, 2021 as executed on April 16, 2021 - \$190,000

Change Order #12 dated May 6, 2021 as executed on May 24, 2021 - \$38,000

Change Order #13 dated June 23, 2021 as executed on June 28, 2021 - \$76,941

Change Order #14 dated May 17, 2021 as executed on November 29, 2021 - \$225,145

Change Order #15 dated December 2, 2021 as executed January 7, 2022 - \$19,809

Change Order #16 dated May 6, 2022 as executed on June 17, 2022 - \$982,705

Change Orders #01 –16 were previously compensated thru owner's contingency.

*Remaining County Contingency (Revised per Amendment 05) - \$1,174,444.00 **

**Revised Contingency amount includes \$36,444 of remaining contingency approved per Amendment 04 with additional \$1,138,000 added per Amendment 05.*

County Contingency: "County Contingency" means a fund to cover cost growth during the Project used at the discretion of County for County approved changes. The contingency shall be expended, if at all, in County's sole discretion upon execution of a valid written change order or contract amendment issued by Owner following receipt of a detailed cost proposal from Contractor. Unused County contingency shall inure 100% to County and a deductive change order shall be issued at termination of the Agreement reducing the Agreement amount by the amount of unused County Contingency.

Any work pertaining to this contract or amendment thereto shall begin after receiving a fully executed Notice to Proceed from Project Development Unit.

Travel Costs. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be followed:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching www.gsa.gov for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up. If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

Payments. All payments will be invoiced at the end of each month, and due and payable to Contractor within thirty (30) days of receipt by County. Payments shall be based upon the percentage of work completed to date including materials stored and work performed on. County and Contractor shall agree to a "Schedule of Values" on which the relative percent complete will be determined.

Disputed Payments. If County disputes any invoice, or part thereof, or any supporting documentation related thereto, County shall approve full payment to Contractor less any portions of the Invoice amount in dispute. County shall further provide to Contractor a written explanation of the basis for the dispute and the amount being withheld related to the dispute, no later than the due date for such Invoice, and the dispute resolution provisions of Section 15 shall apply. If any amount disputed by County is finally determined to be due to Contractor, either by agreement between the Parties, which shall be reduced to a dated writing, or as a result of dispute resolution pursuant to Section 16, such amount shall be deemed approved by County and immediately due and payable