

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JTEC HCM, INC.,
HEALTHCARE CONSTRUCTION MANAGEMENT**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and JTEC HCM, Inc., HEALTHCARE CONSTRUCTION MANAGEMENT, 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, on July 26, 2011, the parties entered into an Agreement, authorized by Resolution No. 71554, where under Contractor was retained to serve as the San Mateo Medical Center's on-site owner representative to oversee the design and construction of the County's South County Health Facility; and

WHEREAS, the parties amended the agreement on September 6, 2012, extending the term though June 30, 2014, and replacing Exhibit B to the agreement in its entirety.

WHEREAS, the parties wish to further amend the Agreement to shorten its term by six months, to December 31, 2013 to reflect the opening of Fair Oaks Health Center, and to expand the scope of work and increase the maximum amount by \$40,000 to an amount not to exceed \$267,000.

**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 herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED SIXTY-SEVEN THOUSAND DOLLARS (\$267,000).

2. Section 4. Term and Termination of the agreement is amended to read as follows:

The term of this Agreement shall be from July 1, 2011, through December 31, 2013, unless terminated earlier by the County.

3. Original Exhibit A and Exhibit B are each replaced in their entirety with Revised Exhibit A (rev. 9/26/13) and Revised Exhibit B (rev. 9/26/13).
4. **All other terms and conditions of the agreement dated July 26, 2011, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

JTEC HCM, Inc., HEALTHCARE CONSTRUCTION MANAGEMENT



Contractor's Signature

Date: 10/1/13

Revised Exhibit A (rev. 9/26/13)

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

PRE-CONSTRUCTION PHASE

1. Meet with SMMC project leadership to confirm goals and objectives of the planned capital improvement project. Formulate a project plan of action to integrate SMMC Business Plan with timelines and associated cash flows.
2. Maintain project related budget items assigned to Owner's Representative.
3. Create a master project schedule for SMMC use throughout the project duration. Schedule shall include all design, agency reviews, phases of work, milestones, equipment/furniture procurement and installations, and occupancy-required approvals from jurisdictional agencies.
4. Attend and manage meetings with SMMC staff, users, and applicable consultants and contractors as required. Prepare and maintain records of such meetings. Attend any SMMC committee meetings as directed.
5. Participate in stakeholder advisory meetings for input/approval of design issue.
6. Research and recommend innovations that may provide value by establishing common design and commissioning criteria for the project.
7. Establish liaisons, as directed by SMMC, with all regulatory agencies impacting the project to ensure timely input and approvals.
8. Manage and scrutinize a prescribed series of design specifications, architectural drawings and construction documents for accuracy, completeness, and compliance with SMMC requirements. Communicate issues to project team.
9. Provide quality control for any design components under the responsibility and/or authority of SMMC (security, information technology, design). Ensure coordination among consultants, SMMC and third party developer.
10. Coordinate requirements of SMMC maintenance and facilities personnel with architect and their engineering consultants, including best practices at SMMC and planning for future needs of the facility.

11. Provide technical assistance to SMMC on design issues that arise during planning, design and review, and equipment space planning. Review equipment list developed by others; confirm with SMMC users for accuracy; confirm space planning requirements with design team.
12. Review the work of the developer on behalf of SMMC for conformance to SMMC-outlined program.
13. Maintain efficient communication between all project team members and SMMC-designated contacts.
14. Monitor progress and prepare a monthly status report on project schedule and budget.
15. Communicate work plans and schedules with other team members.

CONSTRUCTION PHASE

During Site Construction:

1. Attend progress meetings with project team user groups and contractors (if requested) to address and make key decisions to ensure progression of work. Resolve problems and maintain communication.
2. Plan ahead to avoid problems. When problems arise, solve them quickly. Research, analyze, record and recommend solutions for final decision by SMMC.
3. Assist in production of an SMMC budget control report, utilizing, if directed, SMMC financial tracking system.
4. Provide review, analysis and recommendations on any changes in scope requested by SMMC or its user groups. In addition to cost, Owner Representative shall analyze impact on construction schedule.
5. Assist in coordination of any inspections of the structure, including San Mateo County, State Department of Health Services, Fire Marshall, etc.
6. Coordinate all project documentation required for jurisdictional occupancy approvals.

Relocation Of Staff To New Facility:

1. Meet with users and/or occupant representatives to identify scope of specific department moves.

2. Develop a move-in / occupancy schedule to track the scheduled move and its associated components that require procurement (fixtures and equipment (FF&E) and information technology (I.T.)), noting milestone dates for advanced planning and any deposits required; assist SMMC in contract execution of Mover (vendor) agreements.
3. Coordinate move dates with others responsible for all project specific medical and administrative furnishings, FF&E, signage and I.T. Confirm FF&E and IT are completed and synchronized with move date.
4. Provide management services to plan and execute departmental moves requested by SMMC.
5. Coordinate delivery and installation with SMMC, vendors and moving services.
6. Supervise and conduct moves.

POST-CONSTRUCTION / CLOSE OUT / FF&E / I.T. / Move Management Component

1. Manage recognition of SMMC final punch list with third party developer. Secure warranties and documentation of all final inspections from developer.
2. Make recommendations for resolution of all outstanding change orders.
3. Secure and deliver all Operations & Maintenance, along with all critical project data from developer/contractors in specified bound volumes as required by SMMC.
4. Troubleshoot operating problems with any installed equipment.
5. Assist SMMC with warranty work during warranty period; help enforce warranties.
6. Coordinate delivery of O & M manuals and warranties to SMMC.
7. Review program planning for FF&E and I.T.
8. Validate with Department User Groups: functionality, manufacturers, quantities and locations.
9. Confirm design coordination for proper space allocation, utilities and services.
10. Confirm project budgets for FF&E and I.T.

11. Meet with assigned user groups for standardizations, branding, quantities, textures, color pallets, etc.
12. Track procurement of FF&E and I.T., noting milestone dates for advanced ordering and deposits required; assist County in contract execution and maintenance agreements.
13. Assist County Purchasing Department in discount negotiations, approval of purchase orders, tracking of purchase orders, vendor confirmation of order.
14. Coordinate procurement of deliveries, staging, and County Identification tagging and/or bar coding.
15. Provide management services to plan and execute department moves requested by County.
16. Coordinate delivery and installation with County, vendors and moving services.
17. Assist in coordination of start-up, applications, testing, and training.
18. Provide confirmation to County that installation is complete and warranties are in place prior to final payment.
19. Assist Design Team in finalization of As-Built drawings.
20. Assist with equipment installation and County move-in. Troubleshoot operating problems.

Revised Exhibit B (rev. 9/26/13)

In consideration of the services provided by Contractor in Revised Exhibit A, County shall pay Contractor based on the following fee schedule:

Fee Schedule For Owner's Representative Services set forth in Exhibit A

Contractor's fee schedule, included herein, is for services scheduled to commence July 1, 2011 through December 31, 2013.

Fees are for the Not-To-Exceed value, to be filled monthly for actual hours incurred by Contractor and approved by the County.
Services will be provided at the hourly rates below and will remain at the same stated rate through December 31, 2013.

Jim Lennon, Principal	\$160.00 / hr
Steve Nielsen, Owner Representative	\$139.00 / hr
Jessie Bryant, Move Manager	\$100.00 / hr

Additional FF&E Management Services

Jim Lennon, Principal	\$139.00 / hr
Jessie Reilly Planner /Procurement	\$100.00 / hr
Luz Santiago Planner /Procurement	\$100.00 / hr

Reimbursable expenses are excluded from these fees and may be incurred for printing documents and their associated delivery/distribution. Any approved reimbursable expense will be billed at direct cost, no mark-up applied.

Annual Amounts:

2011 Total Not To Exceed Amount	\$93,408.00
2012 Total Not To Exceed Amount	\$61,160.00
2013 Total Not To Exceed Amount	\$112,032.00
Total Not To Exceed Representative Fees	\$266,600.00

In addition to the annual not-to-exceed amounts listed above for actual hours incurred by Contractor employees, this Agreement has a not-to-exceed amount of \$300 per year for the reimbursable expenses, for a total not-to-exceed amount of \$400 for reimbursable expenses over the term of the Agreement. Only actual expenses incurred, as approved by SMMC, are reimbursable.

Accordingly, the total not-to-exceed amount of this Agreement, including hourly fees and expenses, is \$267,000.