

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VRVC, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of April, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and VRVC, LLC, 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 entered into an Agreement for constructability review and project management services on April 17, 2017; and

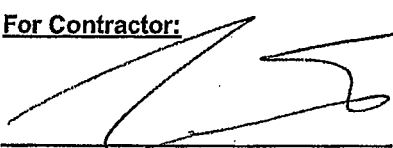
WHEREAS, the parties wish to amend the Agreement to the terms in Exhibit A and Exhibit B.

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

1. Exhibit A dated 3/1/18 is replaced with Exhibit A (Revised 4/9/19).
2. Exhibit B amended 2/27/18 is replaced with Exhibit B (Revised 4/9/19).
3. Section 3, Payments of this agreement is amended as follows:
"In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION ONE HUNDRED NINETY NINE THOUSAND DOLLARS (\$1,199,000)".
4. **All other terms and conditions of the agreement dated April 17, 2017 as amended through Amendment Three, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Contractor Signature

3/27/2019
Date

Scott Gurley
Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A (Revised 4/9/19)

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

Contractor shall provide various services related to projects and operations throughout the County, as directed by the Project Development Unit or its representatives. The services may include, but are not limited to:

1. Project Management Services (including but not limited to):
 - a. Processing pay applications
 - b. Scope of work review and adherence documentation
 - c. Contract administration and documentation
 - d. Change order review and processing
 - e. DIR review
 - f. Coordination with various county entities (ISD, HS, FM, PGE, Cities Fire Dept. AHJs.)
 - g. submittal review
 - h. coordination meeting management
 - i. Schedule management
 - j. Budget management
2. Provide fully Combined Digital Record Set of Documents with integrated Hyperlinks to detail and section views.
3. Provide full or partial Constructability Review of all current construction documents including but not limited to Architectural, Mechanical, Electrical, Plumbing, low voltage, and structural as needed by the County.
4. Provide 2D Bluebeam overlay documents with constructability issues highlighted.
5. Suggested fixes to constructability review items for engineer review and approval.
6. Provide information for RFIs to drive to resolve of the constructability issues by the design team.
7. Facilitate coordination meetings with design team involvement to a collaborative environment for optimization of resolutions.
8. Virtual Reality Training and visualization deliverables for any/all projects in the PDU or other requested.
9. Drone photography/videography/mapping/training and visualization deliverables.
10. Review plans and specifications with any supplemental contract information to better understand sequencing and priority areas of coordination.
11. Virtual Reality Design Review Services.
12. BIM review and reporting on an as needed basis as coordinated with PDU and others.
13. Program Controls development, implementation, and support not otherwise provided through the Agreement with Gafcon including but not limited the work listed below and any necessary work to complete program controls related to Oracle Unifier:
 - a. Program Management Plan (PMP): The PMP is the master control document for the Program Controls Management System. The PMP will be designed and implemented by Contractor and its authorized subcontractors to, *inter alia*, provide a central resource for documentation of internal policies, procedures, standards,

and best practices and to provide an intuitive work breakdown structure to guide all program level and project specific work plans, schedules, file structures, and documentation efforts. PMP will be customized to meet the needs and requirements of the PDU. Where necessary and appropriate the PMP will be modified to align with any preconfigured business processes incorporated into the Gafcon BPS implementation outline.

- b. Project Controls System (PCS): The PCS is the project management controls systems for the PDU program management system. The PCS will provide a consistent project management and reporting platform for all project information related to, *inter alia*, budgets, commitments, changes, contract documents, quality assurance, and meeting minutes. The PCS will provide a common system for project specific operations and reporting that is replicated in the same fashion for all projects, and which can be quickly compiled into a program-wide report for all active projects. The PCS will enhance tracking of outstanding items, while also serving as a project archiving tool where RFIs, contracts, budget revisions, applications for payment, change orders, and other critical documents are generated and maintained.
 - i. The Primavera Unifier platform has been selected for implementation. The initial set-up and configuration of the PCS/Unifier platform will be spearheaded by Gafcon's technical support team, with oversight, management, and coordination with PDU staff by Contractor. Gafcon's BPS proposal outlines a breakdown of responsibilities between the Gafcon Team and the PDU team. In all cases Contractor will complete the tasks required by PDU and will be a liaison to PDU staff as required to obtain review and approvals needed for critical components. Contractor will also serve as the "Unifier Champion" and "Unifier Administrator" as identified in Gafcon's BPS proposal documents.
- c. Document Management System ("DMS"): The DMS is the document management and controls system for the PDU program management system. The Document Management System will be implemented to provide a central file system for all PDU documents and records that allows for seamless integration between and amongst all PDU staff, consultants, and project teams.
 - i. Primavera Unifier will contain electronic copies of certain contract documents and invoices, in addition to a cloud-based document management platform for the PDU program. The initial implementation of the file structure and outline will be established with the PCS implementation scope of work. Vetting historical documents for accuracy and completeness, and subsequently filing them in the appropriate locations per the PMP outline will be managed by Contractor, with support from PDU leadership and project managers as appropriate to locate, review, and submit documents for archiving.
- d. Training and Development System ("TDS") The TDS is the professional training and development component of the PDU program controls management system necessary to ensure consistent and quality results in all aspects of program management. Contractor will utilize a "train the trainer" methodology to empower

PDU staff to manage and maintain training and onboarding processes in perpetuity.

14. Software training, implementation, and process creation including miscellaneous technology support such as Presentation creation and ongoing program controls support and financial management tracking.
15. Miscellaneous. presentation support for county executives such as BOS and CMO and reporting on project updates.
16. Provide overall PDU QA/QC on any project directed by PDU executives (may include real time verbal direction on an as needed basis).
17. Administration support as requested or assigned including but not limited to contracts, amendments, invoice review, Board approval memoranda and draft resolutions, coordination with county counsel, assistance in tracking and following up on contract and payment approvals, and other administrative tasks as directed by the PDU leadership team, etc..

The Parties acknowledge and agree that: (a) the scope of work included herein may be completed at PDU trailer, on site at PDU related projects, or remotely off site; (b) the scope of work may require work by VRVC, LLC and InflectionPoint Design & Development Group (IPD2group) as a sub-contractor to VRVC, LLC previously approved by PDU; (c) invoices will be submitted by VRVC, LLC as noted in Exhibit B; and (d) work in this scope may require VRVC, LLC and IPD2 to work over 40-hour work weeks and/or work on weekends, however, VRVC, LLC will not submit any invoice at an increased rate for work over 40 hours per week.

Exhibit B (Revised 3/6/19)

In consideration of the services provided by 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:

Effective March 1, 2019 VRVC rates are as follows and include annual COLA adjustment of 3% rounded to the nearest dollar.

Hourly Rates				
	03/01/2019	01/01/2020	01/01/2021	01/01/2022
SCOTT GURLEY	\$165	\$170	\$175	\$180
TYLOR MIDDLESTADT	\$165	\$170	\$175	\$180

Invoices will be submitted monthly. Invoices will show labor hours worked by personnel at the hourly rate indicated above. Reasonable and necessary reimbursable expenses related to services performed and actually incurred shall be reimbursed at actual cost and must include back up documentation. Included in the hourly rate is travel to and from PDU trailer and project construction sites for in scope work. Also included in the VRVC, LLC rate are costs for VRVC, LLC provided hardware, software, insurance, licenses, and benefits.

In no event shall total payment for services performed pursuant to this agreement exceed \$1,199,000, and the portion therefor pursuant to Paragraph 13 of Exhibit A to this Agreement shall not exceed \$399,000, and the County shall have the right to withhold payment if the County determines the quality and/or quantity of the work performed is unacceptable.

Fee Summary

Program Controls Configuration & Implementation (Ex. A, Paragraph 13):	\$399,000
Other Services per Exhibit A:	\$800,000
TOTAL FEE:	\$1,199,000