

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF SANTA CLARA
AND
HMC ARCHITECTS**

The Agreement (“Agreement”) by and between the County of Santa Clara (“County”) and HMC Architects (“Consultant” or “Contractor”), for the provision of Architectural, Engineering and Related Professional Services (“Services”) for the Santa Clara County Health System (“SCCHS”) for the Santa Clara Valley Medical Center Emergency Department Expansion Project is hereby amended as set forth below.

WHEREAS, on November 17, 2015 the County and Consultant entered into an Agreement for Consultant to provide Architectural, Engineering and Related Professional Services (“Services”); and

WHEREAS, the County has determined that additional Services by the Consultant are necessary to provide complete construction documents, follow-on construction administration, and coordination with the Construction Manager at Risk for the Santa Clara Valley Medical Center Emergency Department Expansion Project, and that a First Amendment to the Agreement is required.

NOW THEREFORE, the parties agree as follows:

1. Section 2.02 shall be replaced in its entirety with the following:

“The Maximum Compensation Limit or the sum of all Project Agreements issued pursuant to this said Agreement shall be increased by \$2,700,000 and shall not exceed \$6,000,000.00 (“Maximum Compensation Limit” or “MCL”). If Consultant performs Services or incurs expenses beyond this MCL, Consultant does so at Consultant’s sole risk and expense.”

2. The term of the Agreement shall be extended to November 15, 2025, unless earlier terminated by the County. All Project Agreements must be executed, but Services not necessarily completed, within the Term of the Agreement.
3. The Agreement shall be amended to add the following to Part 5 – Consultant’s Responsibilities, Services and Deliverables:

5.06 Design Collaboration and Coordination with Construction Manager at Risk

A Construction Manager at Risk (CMR) is contracted to the County to provide preconstruction and follow-on construction management/general construction services to include but not limited to constructability reviews, work phasing development, cost estimating, value engineering, construction management, general contracting, and other duties as assigned by the County. Consultant shall cooperate with and assist the CMR as specified below.

A. Construction Documents / Preconstruction Phase

1. Consultant shall collaborate with the CMR to design a Project that is cost-effective and which minimizes disruption to ongoing operation of the Santa Clara Valley Medical Center Emergency Department and the hospital’s utility systems.

County reserves the right to accept or reject any or all of the CMR's recommendations. Architect will only incorporate CMR recommendations that are approved in writing by the County.

2. Consultant shall conduct weekly design status meetings with the CMR and the County to review design progress. Meetings shall be held on the SCVMC campus.
3. Consultant shall attend all architectural/engineering design review and coordination meetings with the CMR and the County. Meetings will be on the SCVMC campus.
4. Consultant shall provide the most current design documents to the CMR at intervals as agreed or as requested by the CMR in writing and copied to County.
5. Consultant shall review CMR's recommendations for phasing of the construction work. Consultant shall assemble and develop design documents in the recommended work phases approved in writing by the County.
6. Consultant shall provide the most current design documents to the CMR to facilitate the development of cost estimates after completion of 50% Construction Documents and 100% Construction Documents.
7. Consultant shall complete the Construction Documents according to the Project Schedule developed by the CMR and approved by the County.
8. Consultant shall develop and maintain the Building Information Model (BIM) for use by the subconsultants, the CMR, and the subcontractors. The BIM will then be handed over to the CMR at the completion of the Construction Documents / Preconstruction Phase. (CMR will be responsible for the BIM from that point forward.)

B. Plan Check and Bidding Phase

1. Coordinate information from the CMR in response to plan check comments from the Office of Statewide Health Planning & Development.
2. Provide the CMR with reproducible or electronic copies of the Construction Documents for competitive bidding by subcontractors.
3. Assist the CMR and the County in responding to questions from bidders.
4. Provide material and/or equipment specifications to the CMR to assist in the timely procurement of long-lead items.

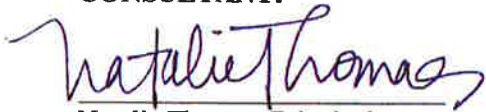
C. Construction Phase

1. Consultant shall co-locate an architect representative with the CMR in a construction trailer on-site a minimum of 8 hours per week. Consultant's architect representative shall be responsible for coordinating all construction administration duties required of the design team. CMR will provide a suitable workstation.
2. Consultant shall require engineering sub-consultants to attend on-site construction meetings as deemed necessary by the County or the CMR.
3. Consultant shall assist the CMR in maintaining the County approved construction schedule by responding to RFIs and reviewing submittals in a timely manner.
4. Consultant shall document all communications with the CMR and copy the County.
5. Consultant shall update and maintain the as-built drawing files on a monthly basis or when updated information is received from the CMR.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in force and effect; provided however that in the event of any conflict between the term of this Agreement and the First Amendment, the latter shall control.

INTENDING TO BE BOUND HEREBY, the Parties' authorized representatives have executed this First Amendment as set forth below.

CONSULTANT:




Natalie Thomas, Principal
HMC Architects

7.12.19
Date

C 14748
California License Number

COUNTY OF SANTA CLARA:

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Paul E. Lorenz
Chief Executive Officer, SCVMC

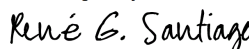
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John Cookinham
Chief Financial Officer, SCVMC

7/16/2019
Date

7/17/2019
Date

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Rene Santiago
Deputy County Executive

7/17/2019
Date

S. Joseph Simitian
President, Board of Supervisors


Signed and certified that a copy of this documents
Has been delivered by electronic or other means
To the President, Board of Supervisors.

ATTEST:

Tiffany Lennear
Assistant Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGALITY


Sara J. Ponzio
Deputy County Counsel