

**COUNTY OF SAN MATEO AGREEMENT WITH INDEPENDENT CONTRACTOR
FOR PROFESSIONAL SERVICES
AGREEMENT NO. CMO 01 08B
CFS 5-73**

This Agreement entered this _____ day of _____, 2001, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County" and Engineering Economics, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, the County has the authority to engage independent Contractors to perform sundry services for the County, with or without the furnishing of materials; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services and/or purchasing material hereinafter described:

IT IS AGREED BETWEEN THE COUNTY AND CONTRACTOR as follows:

1. Scope of Work. Contractor shall provide all labor, material, and incidentals, in accordance with the terms of this Agreement, necessary to:

Complete additional retroactive commissioning services for the existing air handlers and chilled water system, central plant controls, and a peer review of the HVAC systems of the 1954 Hospital Building Remodel for Phase 5 of the San Mateo County Health Center project, as further detailed in attached Exhibit "A".

2. Schedule.

Work will be scheduled and directed by County of San Mateo representative. The term of the contract is from August 1, 2001 to August 1, 2003.

3. Payments. In consideration of the services rendered in accordance with the terms, conditions and specifications set forth herein and in attached exhibits, if any, County shall make payment to Contractor as follows:

Payment will include time and expenses not to exceed \$107,625, as further detailed in attached Exhibit "A" Fee Proposal. Payment will be made upon receipt of an invoice and acceptance of work by the County.

4. Changes. County may require changes in the scope of services to be performed by Contractor under this Agreement and Contractor agrees to perform said changes. Such changes, including any increase or decrease in the Contractor's fee, shall be made by written amendment to the Agreement and such amendment shall be issued prior to commencing with the changes. Changes to this Agreement will be paid for at a lump sum amount agreed to by the parties or at an amount based on the actual labor hours and expenses incurred in the performance of the change as directed by the County.

5. Relationship of the Parties. It is understood that this is an Agreement by and between County and Contractor and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other relationship whatsoever other than that of independent contractor.

6. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the prior written consent of the County. All assignees, subcontractors, or consultants approved by the County shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's, or consultant's act and/or omissions. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and a copy shall be provided to the County.

7. Termination of Agreement. Either party may terminate this Agreement after giving the other party written notice of a violation of this Agreement and the violating party does not correct the violation within fifteen calendar days after receiving said notice. Said notice shall specify what work other than correcting the violation may be performed after receipt of such notice. Violations of this Agreement include failure to perform obligations required by this Agreement in a timely and proper manner and failure to adhere to the covenants, terms, conditions or stipulations of this Agreement.

In the event of such termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, reports, and specifications prepared by Contractor shall, at the option of the County become the property of County, and Contractor shall be entitled to receive just and equitable compensation for work completed in accordance with this Agreement. Notwithstanding the above, Contractor shall not be relieved of any liability to County for damages sustained by County by reason of Contractor's breach of this Agreement and County may withhold any and all payments to Contractor until such time as the exact amount of damages due the County from Contractor has been determined.

County may terminate this Agreement at any time without cause upon ten calendar days written notice to Contractor, and thereupon all documents, data, studies,

surveys, drawings, estimates, reports and specifications prepared by Contractor shall become the property of County and subject to payment therefore be delivered to County upon demand. Said notice shall specify what work may be performed after receipt of such notice. In the event of such termination by County without cause, County shall pay Contractor for services actually performed pursuant to this Agreement prior to the date of termination.

8. Hold Harmless. The Contractor shall indemnify and hold harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, including those of third parties, brought as a result of the negligent performance of work required pursuant to this contract. This indemnification and hold harmless shall include but not be limited to all claims, suits, or actions brought for or on account of (1) injuries to or death of any person, including Contractor; or (2) damage to property or any kind whatsoever and to whomsoever belonging; or (3) any other loss or cost as a result of this work; or (4) the concurrent active or passive negligence of the County, its officers, agents, or employees and servants. This indemnification and hold harmless shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and hold harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the County, its officer, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

9. Insurance. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained. The Contractor shall furnish County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall be endorsed to provide thirty calendar days written notice to County of any change in the limits, cancellation or other modification of the insurance.

The Contractor shall have in effect during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage in accordance with Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code.

Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all

operations under this Agreement, whether such operations are by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below:

A.	Comprehensive General Liability	\$1,000,000
B.	Motor Vehicle Liability Insurance	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, except professional liability, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

10. Non-Discrimination. Contractor, with regard to this Agreement, shall not discriminate on the grounds of age, ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any other non-job-related criteria. This shall apply to Contractor's organization and in the selection and retention of subcontractors and vendors. In regard to contracts over \$5,000 with respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which, prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity

has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

11. Records. Any system or documents developed, produced or provided under this contract shall become the sole property of the County. Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to examination and audit of the County, a federal grantor agency, and the State of California.

12. Notices. Notices are valid only if written. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail to the last business address known to him who gives the notice.

Notices to the County shall be addressed to:

James Sowerbrower, Project Manager
County of San Mateo
County Manager's Office/Capital Projects Division
455 County Center, 5th Floor
Redwood City, CA 94063
Phone: (650) 363-4658
Fax: (650) 363-4832

Notices to Contractor shall be addressed to:

Peter Sabeff, P.E.
Engineering Economics, Inc.
780 Simms Street, Ste. 210
Golden, CO 80401
Phone: (303) 239-8700
Fax: (303) 239-9982

13. Review of Work. It is understood that periodic review of the Contractor's work will be necessary and the right to review is reserved to the County. Contractor agrees to provide County, or any of its duly authorized representatives, access to any and all books, documents, papers, and records which are directly pertinent to this Agreement. Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed

14. Interest of Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this

Agreement. Contractor further covenants that in the performance of this Agreement no persons having such interest shall be employed.

15. Commencement of Work. Contractor shall commence performance of the services and duties required to be performed under this Agreement immediately upon receiving a signed copy of the Agreement. Contractor shall obtain any license, permit, or approval necessary from any agency whatsoever for the services required by this agent.

16. Compliance with Laws. This Agreement shall be governed by the laws of the State of California. In performing this Agreement, the Contractor shall comply with applicable federal, state, and local codes, statutes, regulations and ordinances currently in effect. Where requested, Contractor shall provide engineering calculations and other information necessary for compliance.

17. Merger Clause. This Agreement, including exhibits, if any, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each part of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in exhibits attached hereto or contractor's proposal, the terms, conditions or specifications set forth herein shall prevail.

18. Exhibits. The following exhibits are a part of this Agreement:

Exhibit "A" Contractor's Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized agents on the day and year first above written.

ENGINEERING ECONOMICS, INC.

COUNTY OF SAN MATEO

By: _____

By: _____

Print Name: _____

President, Board of Supervisors

Title: _____

Tax I.D. No.: _____

Date: _____

ATTEST:

Clerk, Board of Supervisors

Date:

July 24, 2001

Mr. Jim Sowerbrower
San Mateo County Health Center
Capital Projects Division
455 County Center, 5th Floor
Redwood City, CA 94063

Re: San Mateo Medical Center
Existing Facility Retro-Commissioning and Peer Review Services
EEI Proposal No. 01-01139

Dear Jim:

The following is a proposal to complete some additional retroactive commissioning services for the existing air handlers and chilled water system, central plant controls, and a peer review of the 1954 building remodel project. We have broken out each of the individual components of this work to allow you to look at each component individually, and the project as a whole, for budgeting, scheduling and project management purposes.

SCOPE OF WORK

The project components include the following:

Documentation

- Prepare AutoCAD general building layout drawings with primary equipment locations and mechanical rooms located in geographical relationships. This includes central plant and major distribution corridors (ground, 1st, 2nd, 3rd, 4th, and roofs).
- Prepare AutoCAD chilled water one-line drawings relative to the above. This includes first drafts from the existing prints, field verification of the actual configurations and piping devices, and final documentation of same. These drawings will become the basis for flow measurements, analysis, and final refinements and development of the central chilled water plant equipment, distribution systems, and loads.
- Incorporate the results of all testing (as below) into the one-line drawings.
- Prepare the necessary reports to support any corrective action (as below).

Testing

- Test the control sequences for the existing air handlers throughout the hospital (5 have been completed with the D&T project, with 17 additional older units to be done throughout the hospital).

G:\I-01139 San Mateo Hospital Phase II Cx PRL.doc

- Take chilled water flow measurements at each of the air handlers, in central plant, and for major distribution runs as needed to identify the actual flows of chilled water throughout the facility.
- After repairs and revisions are completed, re-measure flows, and re-balance as needed.

Corrective Actions

- Analyze the results of all the above, and prepare a corrective items list. For all repair and maintenance work, the hospital will implement repairs from this list. If construction is required, that will be a separate list that may or may not require design/bid documents.
- Remain available and involved to consult on any revisions. This includes expediting work packages as necessary.

Central Plant Controls

- Review the central plant control sequences, and the existing Yamas-supplied control system for either integration with the Johnson control system or replacement with Johnson controls.
- Prepare enhanced or revised control sequences to improve the capacity and efficiency of central plant to serve not only the existing hospital, but to handle the additional loads to be imposed with the 1954 remodel project.
- Prepare a report and estimates for the work needed to accomplish either or both of the above.

1954 Addition Peer Review

- Complete a peer review of the 1954 remodel project for all the M/E/P systems.
- Prepare a report with recommendations for inclusions with the existing design documents.
- Consult with the hospital and design team as necessary to develop a thorough understanding of the management and technical issues related to the new work and integration with the existing plant.

FEE PROPOSAL

We propose to work on the above projects per the following budgets. The totals include time and expenses. These can be accounted for individually, or collectively, and handled either on a lump sum, budget, or not-to-exceed cost basis

• Documentation	\$16,550
• Existing System Testing	\$38,945
• Corrective Actions	\$20,960
• Central Plant Controls	\$20,800
• 1954 Remodel Peer Review	<u>\$10,360</u>
TOTAL	\$107,625

See the attached fee estimate table for a breakout of costs per service category.

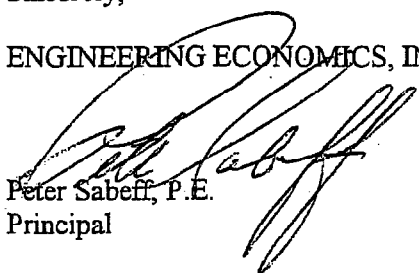
Mr. Jim Sowerbrower
July 24, 2001
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SCHEDULE

Our work can be started immediately, with the documentation and peer review services preceding the others. We would want our peer review comments to be available prior to release of the construction documents for bidding. We would plan to expedite all other work to accomplish our testing during the hot summer months.

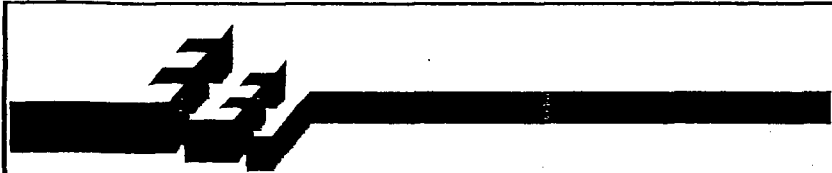
Sincerely,

ENGINEERING ECONOMICS, INC.



Peter Sabeff, P.E.
Principal

Attachment



Job Name: San Mateo Medical Center

1 of 1

Job Number: 01-01139

Location: _____

PS

	Project Manager	Project Engineer	Draft / Tech	Expenses	ITEMIZED COST
Rate	\$120 / hr	\$85 / hr	\$60 / hr		
	Hours	Hours	Hours	\$ value	
Documentation					
Ground, 1st, 2nd, 3rd, 4th, roof					
General Layout - ACAD development	8		30	\$200	\$2,960
CHW One-line First Draft	8		40		\$3,360
CHW one-line Verification	8	40	40	\$1,400	\$8,160
Final Documentation	8	8	36		\$3,800
Subtotal	32	48	146	\$1,800	\$16,550
Existing System Testing					
AHU control sequences (17 units)	8	85	85	\$3,800	\$17,085
CHW flow measurements (22 units + CP)	8	66	66	\$3,500	\$14,030
Re-measure/Re-balance	8	66	66	\$2,000	\$12,530
Subtotal	24	217	217	\$9,300	\$38,945
Corrective Actions					
System Analysis & Reports	24	40		\$1,500	\$7,780
Revision Consulting & Support	24	80		\$3,500	\$13,180
SUBTOTAL	48	120		\$5,000	\$20,960
Central Plant Controls					
Central Plant Control Sequences	16	32		\$1,500	\$6,140
Yamas System Integration/Replacement	16	64		\$200	\$7,560
Cost Estimates & Report	24	32		\$1,500	\$7,100
SUBTOTAL	56	128		\$3,200	\$20,800
1954 Addition Peer Review					
Review M/E/P systems	20			\$200	\$2,600
Report and Recommendations	24			\$200	\$3,080
Revision/Integration Consulting	24			\$1,800	\$4,680
SUBTOTAL	68	0	0	\$2,200	\$10,360
GRAND TOTAL	228	513	363	\$21,500	\$107,615