



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**

County Manager's Office

**DATE:** June 20, 2001

**BOARD MEETING DATE:** July 3, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Paul T. Scannell, Assistant County Manager

**SUBJECT:** San Mateo County Health Center, Project No. P1701

**Recommendation**

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a Fourth Amendment to the Agreement with IOR Services for inspection services related to the construction of the San Mateo County Health Center campus, increasing the not-to-exceed fee by \$45,000 from \$880,000 to \$925,000 and extend the term of the contract to December 31, 2001.

**Background**

On July 19, 1994, The Board approved a sitewide Agreement with IOR Services in the not-to-exceed amount of \$534,180 for Inspector of Record services as required by the Office of Statewide Health Planning and Development (OSHDP). On May 12, 1998 by Resolution No. 61948, the Board approved a First Amendment increasing the maximum not-to-exceed fee by \$215,820 to \$750,000 and the contract duration to May 2001. On October 3, 2000 by Resolution No. 63985, the Board approved a Second Amendment increasing the maximum not-to-exceed fee by \$100,000 to \$850,000. On March 6, 2001 by Resolution No. 642777, the Board approved a Third Amendment increasing the maximum not-to-exceed amount from \$850,000 to \$880,000. The inspection services for Phases I, II, and III have been completed.

Honorable Board of Supervisors  
June 20, 2001  
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**Discussion**

IOR inspection services have been on a time and material basis as needed and required by OSHPD. The original contract amount was based on an estimated amount and project duration. Due to the complexity of the project and the actual construction schedule extending beyond the initial time estimate, it is necessary to increase the amount of the contract and term of the contract to fulfill continuing State required OSHPD inspection requirements for Phase IV.

**Fiscal Impact**

Funds are available in the project account. The project is funded by the sale of Lease Revenue Bonds, 1994 Series A.

cc: Christine Motley, Deputy County Counsel  
James Sowerbrower

BOS197memoIOR

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO  
AN AGREEMENT WITH IOR SERVICES IN CONNECTION  
WITH THE SAN MATEO COUNTY HEALTH CENTER  
SAN MATEO, CALIFORNIA – PROJECT NO. P1701**

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**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an amendment to an Agreement, dated July 19, 1994, between the County of San Mateo and IOR Services; and;

**WHEREAS**, this Board has been presented with a form of such Amendment to Agreement and said Board has examined and approved same as to both form and content and desires to enter into same;

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

FOURTH AMENDMENT TO THE AGREEMENT WITH  
IOR SERVICES FOR INSPECTOR OF RECORD SERVICES  
SAN MATEO COUNTY HEALTH CENTER  
PROJECT NO. P1701

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This Amendment to Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called the County, and IOR SERVICES, hereinafter called Inspector.

WITNESSETH

WHEREAS, on July 19, 1994, the parties hereto entered into an Agreement with IOR Services for Inspector of Record Services as required by the Office of Statewide Health Planning and Development (OSHPD) for the San Mateo County Health Center for a not-to-exceed amount of \$534,180, which was subsequently extended to May 31, 2001 and increased to \$750,000 by Amendment 1; to \$850,000 by Amendment 2; and to \$880,000 by Amendment 3.

WHEREAS, the Agreement was an estimate of services and time to be needed and required and

WHEREAS, it is necessary to increase the amount and term of the contract to fulfill State required continuing OSHPD inspection requirements,

NOW, THEREFORE, the County and the Inspector agree to:

Increase the maximum not-to-exceed total payment for services of Inspector from \$880,000 to \$925,000 and extend the term of the contract to December 31, 2001.

In all other respects, the Agreement and the First, Second, and Third Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

*[Handwritten Signature]*  
Consultant Signature

94-1633676  
Consultant Tax I.D. No.  
or  
Social Security Number

IOR Services  
1181 Quarry Lane  
Building 300  
Pleasanton, CA 94566

COUNTY OF SAN MATEO

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
John L. Maltbie  
Clerk of the Board

This contract is not valid until  
signed by both parties.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: TOR SERVICES (A DIVISION OF BSIL)
Contact Person: STEPHEN D. MOORE
Address: 1181 QUARRY LANE, BUILDING 300 PLEASANTON, CA 94566
Phone Number: (925) 462-8916 Fax Number: (925) 462-16283

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? \_\_\_ Yes [X] No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [ ] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on \_\_\_ (date) and expires on \_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 20th day of JUNE, 2001 at PLEASANTON, CA (City) (State)

[Signature] Signature
Principal Title

JOHN R HEDLEY Name (Please Print)
94-1633676 Contractor Tax Identification Number