



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



**DATE:** June 29, 2011  
**BOARD MEETING DATE:** July 26, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Susan Ehrlich, MD, MPP, Chief Executive Officer  
San Mateo Medical Center

**SUBJECT:** Agreement with Jtec Healthcare Construction Management, Inc.,  
doing business as Jtec HCM, Inc.

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with Jtec Healthcare Construction Management, Inc., doing business as Jtec HCM, Inc., to serve as the County's owner representative in relation to the design and construction of the South County Health Facility for the term July 1, 2011 through June 30, 2013, and with a maximum fiscal obligation of \$227,000; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

**BACKGROUND:**

A lease agreement has been signed between the County and 2700 Middlefield Road, LLC, which owns the property where the Fair Oaks Clinic is located, for a new healthcare facility to be constructed at the site of the Fair Oaks Clinic. The design and construction will be managed and actualized by a third party developer and architectural firm hired by the property owner. To ensure the interests and specifications required by the County and the Health System are properly carried out, an owner representative firm knowledgeable in all aspects of this type of construction will be hired to oversee the project on behalf of the County.

**DISCUSSION:**

A Request for Proposals (RFP) was issued for these services, and Jtec Healthcare Construction Management, Inc., doing business as Jtec HCM Inc., (JTEC) was chosen for their experience as an owner representative in similar projects. JTEC will

be involved throughout the planning and design of the facility and create a master project schedule for San Mateo Medical Center (SMMC) to follow during each phase of construction. In addition to reviewing the work of the developer on behalf of SMMC, JTEC will prepare monthly status reports regarding the timeline and budgets assigned to Owner's representative and provide progress updates on the project. Prior to completion of the project, JTEC will develop a move-in/occupancy schedule with milestone dates and assist in execution of mover/vendor agreements. Once the project is completed, JTEC will collect and archive all maintenance operations and procedures along with critical project data from developer/contactors in specified bound volumes as required by SMMC. JTEC will also assist in enforcement of warranty work during the warranty period.

County Counsel has reviewed and approved the Agreement and Resolution as to form. The Contractor's insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by ensuring basic health and safety for all. It enables SMMC to ensure that the needs of the County and its patients are preserved in the design and construction of the new facility thus providing access to safe, efficient and high-quality medical care for residents of San Mateo County. It is anticipated that SMMC's cost per adjusted patient day will increase from \$881 to \$918.

**Performance Measure:**

<b>Measure</b>	<b>FY 2009-10 Actual</b>	<b>FY 2010-11 Projected</b>
SMMC cost per adjusted patient day	<b>\$881</b>	<b>\$918*</b>

\*Due to increase in operating costs

**FISCAL IMPACT:**

The term of the Agreement is July 1, 2011 through June 30, 2013. The maximum fiscal obligation is \$227,000. The funds for this contract will come from general construction money granted to SMMC by Stanford Lucille Packard Children's Hospital for this purpose. There is no Net County Cost associated with the Agreement.

### Request for Proposals Matrix

1.	General Description of RFP	Medical Facilities Owner's Representative
2.	List key evaluation criteria	<ul style="list-style-type: none"> <li>• Developing the program and optimal design for the new clinic, by leading the internal Health System programming meetings and evaluating choices based on evidence-based best health care practices, optimizing economics, schedule and performance of the clinic;</li> <li>• Making recommendations to Health System leadership and implementing Health System decisions;</li> <li>• Being the liaison between the Health System leadership and the private owner who shall oversee the construction of the clinic;</li> <li>• Equipping the new clinic with all materials and supplies needed for occupancy;</li> <li>• Planning and executing the move to the new clinic, including patient, staff and labor notification and transfer;</li> <li>• Planning and executing the vacating of the existing clinics, including termination of leases or other relationships;</li> <li>• Tracking and reporting on the status of the project, and resolving all issues that arise during the project;</li> <li>• Approving all appropriate invoices, change orders etc.;</li> <li>• Managing the budget for the project to ensure that expenses fall within the prescribed budget; and</li> <li>• Leveraging the best possible performance out of all the entities participating in the project.</li> <li>• Extensive experience as an owner's representative in medical facility programming, construction, and occupation.</li> </ul>
3.	Where advertised	San Mateo Medical Center Website

4.	In addition to any advertisement, list others to whom RFP was sent	DES Architects / Engineers Jacobsen & Associates Architects Brewer Fraser Holland Lotito Hibser Yamauchi Architects, Inc. RCG Architecture Perkins Eastman Architects, Inc Kava Massih Architects Fougeron Architecture ABA (Anderson Brule Architects) Wald, Ruhnke and Dost Architects LLP SGPA Architecture and Planning P+HD Architects Meeks Coates & Eaton Architect HMC Architects Polytech Associates Inc Jennings Ackerley Architecture Plum Architects Ware Malcomb Northern California
5.	Total number sent to prospective proposers	18
6.	Number of proposals received	4
7.	Who evaluated the proposals	Steve Alms Toni Butler Linda Franco Jonathan Mesinger Arthur Morris John Thomas
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Jtec HCM, Inc. 111 Myrtle Street, Suite 203 Oakland, CaA 94607  Nova Partners Inc. 855 El Camino Real, Suite 307 Palo Alto, CA 94301  P+HD Architects 3211 Ronino Way Lafayette, CA 94549  Valley Facilities Management Corporation 636 Newhall St. San Jose, CA 95110

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

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH JTEC HEALTHCARE CONSTRUCTION MANAGEMENT, INC., DOING BUSINESS AS JTEC HCM, INC., TO SERVE AS THE COUNTY'S OWNER REPRESENTATIVE IN RELATION TO THE DESIGN AND CONSTRUCTION OF THE SOUTH COUNTY HEALTH FACILITY FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2013, AND WITH A MAXIMUM FISCAL OBLIGATION OF \$227,000; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, a lease agreement has been signed between the County and 2700 Middlefield Road, LLC, which owns the property where the Fair Oaks Clinic is located, for a new healthcare facility to be constructed at the site of the Fair Oaks Clinic; and

**WHEREAS**, to ensure the interests and specifications required by the County and the Health System are properly carried out, an owner representative firm knowledgeable in all aspects of this type of construction is needed to oversee the project on behalf of the County; and

**WHEREAS**, a Request for Proposals (RFP) was issued for these services, and Jtec Healthcare Construction Management Inc., doing business as Jtec HCM Inc., (JTEC) was chosen because of their experience in clinic construction and serving as an

owner representative in similar projects; and

**WHEREAS**, JTEC will be involved throughout the planning and design of the facility and create a master project schedule for San Mateo Medical Center (SMMC) to follow during each phase of construction; and

**WHEREAS**, in addition to reviewing the work of the developer on behalf of SMMC, JTEC will prepare monthly status reports regarding the timeline and budgets assigned to Owner's representative and provide progress updates on the project; and

**WHEREAS**, once the project is completed, JTEC will provide additional services in this respect, including enforcement of warranty work after completion of construction of the new facility; and

**WHEREAS**, both parties now wish to enter into an Agreement to provide construction management services for the period of July 1, 2011 through June 30, 2013, for a maximum obligation of \$227,000; and

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

**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 Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED** that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and Jtec HCM, Inc., 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, it is necessary and desirable that Contractor be retained for the purpose of being the San Mateo Medical Center's on-site owner representative to oversee the design and construction of the South County Health Facility.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit E – Corporate Compliance SMMC Code of Conduct (Third Parties)

Attachment I—§504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments**

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 TWENTY-SEVEN THOUSAND DOLLARS (\$227,000).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2013.

This Agreement may be terminated by Contractor or the Chief Executive Officer of the San Mateo Medical Center or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this

Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the 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 specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of 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, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by 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.

Such insurance shall include:

- (a) Comprehensive General Liability . . . . . \$1,000,000
- . . . . .
- (b) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- . . . . .
- (c) Professional Liability . . . . . \$1,000,000
- . . . . .
- (d) Workers' Compensation . . . . . Statutory

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, 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.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), the facility retains all professional and administrative responsibility for services rendered under this Agreement and that this Agreement is otherwise subject to any applicable requirements of Title 22. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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 section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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 and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:** Chief Executive Officer  
San Mateo Medical Center  
222 W/ 39<sup>th</sup> Avenue  
San Mateo, CA 94403

**With copy to:** County Counsel's Office  
400 County Center  
Redwood City, CA 94063

**In the case of Contractor, to:** Jtec HCM, Inc.  
111 Myrtle Street Suite203  
Oakland, CA 94607  
Attn: Jim Lennon

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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.

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

## Exhibit "A"

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, I.T., 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, 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 (FF&E and 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, fixtures and equipment (FF&E), signage and information technology (IT). 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**

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.

Exhibit "B"

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

Fee Schedule For Owner's Representative Services

Jtec HCM, Inc's fee schedule included herein, is for services scheduled to commence July 1, 2011 through June 30, 2013.

Proposed fees are for the No-To-Exceed value, to be filled monthly for actual hours incurred by Jtec HCM, Inc. and approved by the San Mateo Medical Center. Services are proposed at the hourly rates below and will remain at the same stated rate through 2013.

Jim Lennon, Principal	\$160.00 / hr
Steve Nielsen, Owner Representative	\$139.00 / hr
Jessie Bryant, Move Manager	\$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	\$72,032.00
Total Not To Exceed Representative Fees	\$226,600.00

In addition to the annual not-to-exceed amounts listed above for actual hours incurred by Jtec 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 \$227,000.