



Monterey County

Board Order

188 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12175

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (A-12175) with Hibser Yamauchi Architects for 3rd Floor, Building 400, Tenant Improvement, per RFQ #9600-18 at Natividad Medical Center, extending the Agreement to June 30, 2015 and adding \$77,930 for a revised total Agreement amount of \$564,529 in the aggregate.

PASSED AND ADOPTED on this 16th day of April 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on April 16, 2013.

Dated: April 19, 2013
File Number: A 13-040

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Danise Hancock*
Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Hibser Yamauchi Architects AND
THE NATIVIDAD MEDICAL CENTER
FOR
2nd and 3rd Floor Building 400 Tenant Improvement
Per the Request for Qualifications (RFQ) #9600-18**

This Amendment No. 1 to Professional Services Agreement ("Agreement") dated January 10, 2012 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Hibser Yamauchi Architects (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue and to add additional services requested by County.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the increase in the amount payable for services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement, "SCOPE OF SERVICE" will now include Amendment-1 to Scope of Service, attached to this Amendment No. 1. All references in the Agreement to Section 4 of the Agreement, "SCOPE OF SERVICE" shall be construed to refer to both Section 4 of the Agreement, "SCOPE OF SERVICE" and Amendment-1 to Scope of Service
2. The previously approved not to exceed amount of \$486,599 originally approved by the Monterey County Board of Supervisors on January 24, 2012, is amended to add \$77,930 for a revised total not to exceed amount of \$564,529 in the aggregate.
3. Section 5 of the Agreement, "TERM OF AGREEMENT" shall be amended by removing, "*The initial term shall commence with the signing of the Agreement through and including January 1, 2014*" and replaced with "*The initial term shall commence with the signing of the Agreement through and including June 30, 2015*."
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment shall be attached to the original Agreement (No. A-12175).
6. The effective date of this Amendment No. 1 is March 12, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

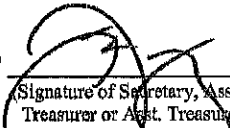
CONTRACTOR

Signature 1 
(Signature of Chair, President, or Vice-President)***

Dated 02/26/2013

Printed Name KEN YAMAUCHI

Title VICE PRESIDENT

Signature 2 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) ***

Dated 2/28/13

Printed Name MARCUS HIBSER


Title CFO

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

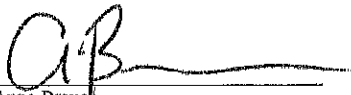
Dated _____

Signature 
NMC - CEO

Dated 3/5/13

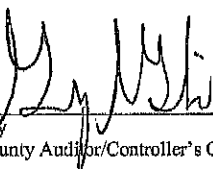
Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By 
Anne Brauer
Deputy Attorney for County and NMC

Dated: March 12, 2013

Approved as to Fiscal Provisions:

By 
Gary Giboney
Monterey County Auditor/Controller's Office

Dated: 3-12, 2013



HIBSER YAMAUCHI Architects, Inc.

Feb 20, 2013

Mr. Brian Griffin
Project Manager
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

Re: Natividad Medical Center – 3RD Floor Renovation
Amendment -1 to Scope of Service

Dear Brian:

Per your request, I am submitting this additional service proposal for the following 3 areas of additional scope of work & services that Natividad Medical Center has requested as well as for reimbursable allowance for the project that was included in the original fee proposal, but left unauthorized.

ADD SCOPE #1 – Extended Programming/ Schematic Design Phases

Due to revised project goals and programmatic changes from the client, this additional scope covers additional time and costs associated with a longer programming/ schematic design phase for this project. Our revised schedule (provided on March 20th, 2012) showed a programming/ schematic design phase of approximately 9 weeks and the phase has gone beyond that by an additional 8 weeks.

We have experienced project objective changes throughout the programming/ schematic design phase based on comments received at the various design presentation meetings. Based on the meeting on June 28th, 2012, the users requested for a major programmatic change to revise the schematic design plan based on 2 pods on the north side of the building into 3 pods. Other changes include the number of exam rooms, size and locations of team work areas, conference rooms and required offices. Design effort was also extended in working out design solutions for program spaces to be located on the 2nd floor. It was later determined that the area on the second floor would not be available for this project so that design team was able to work out design solutions locating all the spaces on the 3rd floor. We understand that there is now no work to be done on the second floor (other than plumbing coordination above the ceiling at the 2nd floor) but the time spent thus far has exceeded what we had originally intended for design. Our office and consultant team members also had to cut short our site investigative services and re-schedule for multiple site visits due to client availability issues on the original day of site survey. Our fee and scope of services were based on the original RFP requirements we have evaluated our efforts and discovered that the design direction has substantially changed and time spent has been valuable to the client in understanding that a strong effort to work out the schematic design phase will only benefit the project in the long term.



ADD SCOPE #2 – HVAC Replacement & Extended Project Schedule

The original scope of the project only included interior tenant improvements, utilizing existing mechanical and electrical systems, under the assumption that these systems are up-to-date and have the capacity to support the new program.

LIST Engineering performed a visual survey a number of months ago, while you were present, of the existing rooftop mechanical equipment and noted that the rooftop unit is approximately 17 years old and almost at the end of its lifetime and more than 50% of the fins on the compressors are missing, which led to the deduction that while the unit was designed to serve the entire 3rd floor, it is currently only operating at 60% efficiency even with half of the 3rd floor being vacant. As such, the existing unit does not have the capacity to serve the entire floor, nor will it be energy-efficient. The exterior ductwork is failing due to prolonged exposure to the weather. The existing motor controls for the VAV system is also antiquated and will require upgrades to a new VFD system. In addition, per your request, LIST engineering performed an analysis of the new loads of the people and equipment in the new space configuration against existing HVAC capacity and determined that the existing mechanical system is under-sized by about 5 tons, and inadequate to serve the newly configured space.

Per your direction, we will be adding the following scope to our work:

- 1) Replace the existing 60 ton unit with a larger 65 ton unit. (Per LIST Engineering's preliminary consultation with a Carrier representative, the cost of replacing the unit with a new one, will be close to the cost of upgrading the individual components, and a new unit will have a longer lifetime, of 20 years.)
- 2) Replace exterior ductwork and new VFD system.

Additional work involved with the replacement of the mechanical rooftop unit will include:

- 1) Additional Site Survey
- 2) Generation of roof plans
- 3) Design, Selection, Coordination and detailing of new rooftop unit
- 4) Design and Coordination of Equipment/ System Controls
- 5) Additional CA work

In addition to the added HVAC replacement scope of work, the project schedule has also been prolonged through the Design Development Phase. Due to multiple rounds of requests for layout changes by the users and an extended Design Development Phase, we are presenting this fee proposal to cover time and costs associated with the efforts to make changes to a layout that has already been approved and signed-off at 50% Design Development. Based on that layout, we had submitted the 100% Design Development documents on October 11th, 2012 and set up a review meeting on Oct 16th, 2012 with our consultants and the stakeholders. However, that pre-scheduled meeting was poorly attended by the Stakeholders and we were unable to get sign-off on that day. We then set up multiple additional subsequent review meetings (ie: Oct 25th, 2012, followed by Nov 19th, 2012, then December 3rd, then Dec 10th, 2012), each in an effort to get stakeholder sign-off, but



changes to the layout were requested at each time. This has delayed the Design Development phase by more than 14 weeks by this point.

Additional work involved with the extended schedule:

- 1) Additional meetings
- 2) Additional Coordination with Consultants & Users

ADD SCOPE #3

Add a redundant boiler to the existing mechanical penthouse at Building 400 at the Natividad Medical Center. My mechanical engineer has noted that there is sufficient room in the existing mechanical penthouse for this addition. This additional scope will increase the construction cost of the project.

Additional work involved with this will include:

- 3) Additional Field survey investigation and analysis
- 4) Design, Selection, Coordination and detailing of new redundant boiler to tie into existing system
- 5) Design and Coordination of Equipment/ System Controls
- 6) Additional CA work

Assumptions:

- 1) This work will be included as part of our Construction Document package for the 3rd floor tenant improvement.
- 2) Work will be completed in 1 phase.
- 3) Existing pad and electrical infrastructure are sufficient to accommodate additional boiler.

With the above requested changes being noted, our office is presenting this fee proposal for the additional scope of work listed above, with the following breakdown by consultant team member for each area of added scope noted:

ADD SCOPE #01 – Extended Programming & Schematic Design:

1	Architectural: New Design and Additional Meetings with extended schedule	\$18,350
2	Plumbing: Plumbing Revisions	\$700
Add Scope #1 - Requested Fee Amendment:		\$19,050

ADD SCOPE #2: HVAC Replacement & Extended Project Schedule

1	Architectural: Additional Scope - Site Survey, Roof Plans, Coordination, Design & CA	\$6,800
2	Structural:	\$2,000



Natividad Medical Center – 3rd Floor Renovation Project
 Additional Services Fee Proposal #1
 Feb 20, 2013

	Additional Scope - Roof Plans, Coordination, Design & CA	
3	Mechanical: Additional Scope - Site Survey, Roof Plans, Coordination, Design & CA	\$7,300
4	Electrical: Additional Scope - Site Survey, Roof Plans, Coordination, Design & CA	\$1,680
5	Architectural: Extended Project Schedule & Additional Meetings	\$4,000
	Add Scope #2 - Requested Fee Amendment:	\$21,780

ADD SCOPE #03 – Boiler Addition:

1	Architectural: Additional Scope – Survey, Revise Roof Layout, & Added coordination	\$4,000
3	Mechanical/ Plumbing: Additional Scope – Survey and additional boiler equipment.	\$8,050
4	Electrical: Additional Scope – Survey and additional circuitry for new equipment.	\$720
	Add Scope #3 - Requested Fee Amendment:	\$12,770

SUMMARY OF EXTRA SCOPE FEE PROPOSAL #1

	<i>Original Contract:</i>	\$486,599
	Add Scope #1 - Requested Fee Amendment:	\$19,050
	Add Scope #2 - Requested Fee Amendment:	\$21,780
	Add Scope #3 - Requested Fee Amendment:	\$12,770
	<i>Reimbursables (Not originally authorized)- 5% of Original Contract:</i>	\$24,330
	TOTAL REQUESTED FEE AMENDMENT IN THIS PROPOSAL:	\$77,930
	TOTAL REVISED CONTRACT AMOUNT:	\$564,529

We look forward to moving forward with the development and construction of this project. I hope that this proposal meets with your expectations. If you have any additional questions, please do not hesitate to call.

Very Truly Yours,

Ken Yamauchi, AIA, Principal

Enclosures: Consultants' Proposals
 HY Billing Rates