

**NINTH AMENDMENT TO THE
PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND CUSCHIERI HORTON ARCHITECTS**

This is the Ninth Amendment to the Professional Services Contract ("CONTRACT") by and between the County of Santa Clara ("COUNTY") and Cuschieri Horton Architects ("CONSULTANT"), entered into by the parties on May 9, 2000 for architectural services related to the SCVMC Ancillary Building Seismic Upgrade and Clinical Laboratory Remodel.

WHEREAS, the CONTRACT had an original term of eighteen (18) months from the execution of the Agreement, and the total compensation limit of Four Hundred Thirty-three Thousand, Four Hundred Fifty-eight Dollars (\$433,458); and

WHEREAS, the parties entered into a First Amendment to the CONTRACT on May 7, 2002 retroactively extending the term of the CONTRACT to June 30, 2002 and increasing the total compensation not to exceed Six Hundred Seventy Thousand Dollars (\$670,000); and

WHEREAS, the parties entered into a Second Amendment to the CONTRACT on June 26, 2002 extending the term of the Agreement to June 30, 2003 and increasing the total compensation not to exceed Nine Hundred Twenty Thousand Dollars (\$920,000); and

WHEREAS, the parties entered into a Third Amendment to the CONTRACT on July 1, 2003 extending the term of this CONTRACT from June 30, 2003 to June 30, 2004 and increasing the total compensation not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000); and

WHEREAS, the parties entered into a Fourth Amendment to the CONTRACT on June 29, 2004, extending the term of this CONTRACT from June 30, 2004 to June 30, 2005 and increasing the total compensation not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000); and

WHEREAS, the parties entered into a Fifth Amendment to the CONTRACT on June 30, 2005, extending the term of this CONTRACT from June 30, 2005 to June 30, 2005; and

WHEREAS, the parties entered into a Sixth Amendment to the CONTRACT on June 21, 2006, increasing the total compensation not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000); and

WHEREAS, the parties entered into a Seventh Amendment to the CONTRACT on June 21, 2007, increasing the total compensation not to exceed Two Million Dollars (\$2,000,000); and

WHEREAS, the parties entered into an Eighth Amendment to the CONTRACT on June 18, 2008, increasing the total compensation not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (as amended, "CONTRACT"), and

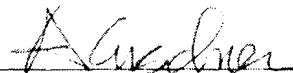
WHEREAS, the COUNTY has determined that additional services from CONSULTANT are now needed to provide continuity of design services by the Architect of Record, as necessary to complete the original Ancillary Building Seismic Upgrade, and services related to the partial demolition of the Old Main Building, seismic upgrade of the remaining portion to serve access, emergency egress and mechanical, electrical services to the Ancillary Building

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

1. Amend the 4th **WHEREAS** clause of the **Section 1 RECITALS** of the Professional Service Contract to read, "WHEREAS, all work under this CONTRACT shall be completed by June 30, 2015 with total compensation not to exceed \$4,500,000."
2. Exhibit D-8 CONSULTANT'S COMPENSATION, is replaced in its entirety with the attached Exhibit D-9, incorporated by this reference.
3. CONSULTANT'S HOURLY RATE SCHEDULE, marked Exhibit A-9, is attached hereto and incorporated by this reference herein.
4. All other terms of the CONTRACT not modified by this Ninth Amendment remain in full force and effect.

INTENDING TO BE BOUND HEREBY, the parties authorized representatives have executed this Ninth Amendment to the AGREEMENT as set forth below effective as of the date the Ninth Amendment is fully executed:

Cuschieri-Horton Architects,
Consultant


Tony Cuschieri, AIA 02-6-2009 Date
Principal
CUSCHIERI-HORTON ARCHITECTS

County of Santa Clara,
County

Kim Roberts Date
Executive Director, SCVHHS

Approved As To Form and Legality:

Katherine Harasz Date
Deputy County Counsel

County Executive Date

Exhibit D-9

REVISED CONSULTANT’S COMPENSATION

1. Compensation Summary:
Cuschieri-Horton Architects: Ancillary Seismic Upgrade; Clinical Laboratory Remodel; Urgent Care; OPD Pharmacy & SSP Related Projects:

Owner agrees to compensate Consultant, for and in consideration of the provision of Services and Deliverables described herein, the fee computed as follows:

- a. Consultant’s fee for the Basic Services described in Part 6.02 shall be:

| | |
|--|---------------------|
| Schematic Design Phase | \$ 0.00 |
| Design Development Phase | \$ 0.00 |
| Construction Document Phase | \$227,518.00 |
| Design Quality Control & Coordination Checks | \$9,292.00 |
| Bidding Phase | \$6,194.00 |
| Construction Phase | \$78,142.00 |
| Record Drawings | <u>\$9,292.00</u> |
| SUBTOTAL FEE FOR BASIC SERVICES: | \$330,438.00 |

- b. Consultant's fee for the Supplementary Services specified below shall be:

| | |
|---|--------------|
| Sup Service No. 1: Structural Strengthening Package | \$16,520.00 |
| Sup Service No. 2: #2015 Int. Lab - Extended processing | \$92,755.00 |
| Sup Service No. 3: #2030 Exterior Cladding Evaluation | \$15,000.00 |
| Sup Service No. 4: #2030 West Courtyard/New Entry | \$25,000.00 |
| Sup Service No. 5: #2030 H-1 Lab Remodel/Revisions | \$50,000.00 |
| Sup Service No. 6: #0205.2 OPD Pharmacy Schematic Design Phase | \$20,920.00 |
| Sup Service No. 7: #0205.1 Urgent Care Schematic & Design Development | \$103,007.00 |
| Sup Service No. 8: #0205.2 OPD Pharmacy Front Counter Design | \$8,500.00 |
| Sup Service No. 9: #0205.1 Urgent Care Construction Document Phase | \$104,214.00 |
| Sup Service No.10: #0306 Code Analysis & Permitting | \$200,000.00 |
| Sup Service No. 11: Old OPD Pharmacy Demolition | \$23,000.00 |

**CHA PSC – Ancillary Upgrades
Contract #4300000563
Amendment #9**

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|--|-----------------------|
| Sup Service No. 12: OPD Pharmacy Construction Documents Phase | \$45,378.00 |
| Sup Service No. 13: Urgent Care Construction Admin | \$80,658.00 |
| Sup Service No. 14: OPD Pharmacy Construction Admin | \$32,885.00 |
| Sup Service No. 15: Transfusion Services Scope Change | \$37,820.00 |
| Sup Service No. 16: Add Lab/Seismic Upgrade C/A | \$51,232.00 |
| Sup Service No. 17: Ext C/A Seismic Duration / Allow | \$30,000.00 |
| Sup Service No. 18: Miscellaneous Urgent Care Services (SSA Office, Additional Cost Estimate, Combine OPD/UC, Relocate Electrical Service, Restroom Study) | \$20,275.00 |
| Sup Service No. 19: Add Sprinklers to Urgent Care | \$11,760.00 |
| Sup Service No. 20: Pediatrics Patio Allowance | \$60,000.00 |
| Sup Service No. 21: Clinical Lab Close-out Allowance | \$150,000.00 |
| Sup Service No. 22: Urgent Care Close-out Allowance | \$150,000.00 |
| Sup Service No. 23: Anc/Seismic North Wall Allowance | \$200,000.00 |
| Sup Service No. 24: OPD/Admin Demo and OSHPD Change Order for Completion of North Wall Seismic Allowance: | \$500,000.00 |
| Sup Service No 25: Old Main Demo and partial seismic Upgrade Allowance | \$2,000,000.00 |
| SUBTOTAL FEE FOR SUPPLEMENTAL SERVICES: \$4,359,362.00 | |
| c. ALLOWANCE FOR SUPPLEMENTAL SERVICES | \$14,875.00 |
| d. ALLOWANCE FOR REIMBURSABLE EXPENSES PURSUANT TO PART 6.04: | \$125,763.00 |
| e. TOTAL COMPENSATION SHALL NOT EXCEED THE MAXIMUM FEE LIMIT OF: | \$4,500,000.00 |
| f. The amounts identified above may be adjusted among categories with Director's written approval. | |

CHA PSC – Ancillary Upgrades
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Exhibit A-9

Cuschieri Horton Architects

SCHEDULE OF CHARGES

Effective July 1, 2009

PERSONNEL CHARGES (Per Hour)

| | |
|-------------------------|----------|
| Principal, | \$225.00 |
| Senior Project Director | \$215.00 |
| Project Director | \$200.00 |
| Project Manager | \$180.00 |
| Architect - Level 1 | \$140.00 |
| Architect – Level 2 | \$120.00 |
| Architect | \$115.00 |
| Project Coordinator | \$120.00 |
| Specification Writer | \$120.00 |
| Senior Designer | \$110.00 |
| Job Captain | \$105.00 |
| Interior Designer | \$90.00 |
| CADD Drafter – Level 1 | \$95.00 |
| CADD Drafter – Level 2 | \$85.00 |
| Project Assistant | \$70.00 |

Charges for outside consultants (i.e., Structural, Mechanical, Electrical, etc.) are Billed at cost plus 10%.

REIMBURSABLE CHARGES. See Exhibit K-9