

AMENDMENT TO AGREEMENT BETWEEN COUNTY OF SAN MATEO AND VANCE
BROWN, INC.

This Amendment (“Amendment”) is to the Agreement between the County of San Mateo (“County”) and Vance Brown, Incorporated (“Contractor,” and together with the County, the “Parties”), which the Parties entered into on December 14, 2021 (“Agreement”).

The Agreement provided that the County would pay a Contract Base Fee of \$25,000,000 for the work to be performed by Contractor on the Renovation Project, as those terms are defined in the Agreement. The Agreement also provides that County shall be responsible to pay for the cost of all Renovation Project work that is not covered by the Contract Base Fee, including all matters described in the List of Exclusions at Appendix 3 of the Agreement.

The Parties wish to amend the Agreement to address payment amounts to the Contractor for excluded items under the Agreement (i.e., items not covered by the Contract Base Fee, including items on the List of Exclusions at Appendix 3 to the Agreement) and to provide for a project contingency for items on the List of Exclusions at Appendix 3 of the Agreement. The Parties therefore increase authorization for payments to the Contractor under this Agreement from Twenty Five Million Dollars (\$25,000,000) to Twenty Nine Million Nine Hundred and Seventy Four Thousand Eight Hundred and Sixteen Dollars (\$29,974,816), an increase of Four Million Nine Hundred and Seventy Four Thousand Eight Hundred and Sixteen Dollars (\$4,974,816). Of this \$4,974,816, an amount equal to Four Hundred and Twenty Thousand Seven Hundred and Three Dollars (\$420,703) shall be for a contingency for items on the List of Exclusions at Appendix 3 of the Agreement.

Specifically, and in light of the foregoing, the Parties hereby agree as follows:

1. Paragraph 3, Payments, Payment Requests and Change Order Requests, of the Agreement is hereby amended its entirety, to read as follows:

3. **Payments, Payment Requests, and Change Order Requests**

In consideration of the Project services provided by the Contractor and described above, County shall pay Contractor based on the following schedule and terms:

County shall pay Contractor the total amount of Twenty Five Million Dollars (\$25,000,000) for the work to be performed for the Renovation Project (the “Contract Base Fee”), which shall comprise the County’s base fiscal obligation for all work to be performed on the Renovation Project. In addition to the Contract Base Fee, County shall also have fiscal responsibility for any and all costs incurred pursuant to Section 3.b. and Section 10.c., as described below, including all items described in the List of Exclusions at Appendix 3 to the Agreement, and these additional costs will be reimbursed to Contractor on a cost-plus basis. Specifically, the agreed mark-up on direct costs for this work not covered by the Contract Base Fee shall be 7.5% of such direct costs. County shall have no other fiscal responsibility for the Project beyond the amount of the Contract Base Fee

and the additional fiscal responsibility stated above in this Section 3. If amounts beyond the amount paid by County as the Contract Base Fee pursuant to this Section 3 are necessary to complete such Renovation Project work, Contractor shall nevertheless be responsible for performing such Renovation Project work and seeking compensation from other sources, including from the Donor, unless County requests additional services and/or scope of work beyond that described in Appendix 1 and the Parties agree in writing to proceed with said additional services and/or scope of work, in which case, Contractor will be reimbursed for such additional services and/or scope of work on a cost-plus basis with the mark-up on such direct costs being at the rate of 7.5% of such direct costs. The County shall release funding to Contractor as follows:

- a. Renovation Project Work in Appendix 1: County shall pay Contractor Twenty Five Million Dollars (\$25,000,000) for the work on the Renovation Project as set forth in Appendix 1, disbursed to Contractor as follows:

As of the date of this Amendment, the County has paid Contactor Two Million Eighty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents (\$2,083,333.33). On the first day of the month of each of the next fourteen (14) months after execution of this Amendment, the County will make a payment to Contractor of The County will pay the Contractor another One Million Six Hundred and Thirty Six Thousand Nine Hundred and Four Dollars and Seventy Four Cents (\$1,636,904.74).

- b. Change Order Requests: Prior to performing any work that is not covered by the Contract Base Fee including, but not limited to, all items described in the List of Exclusions at Appendix 3 to the Agreement, the Contractor shall provide the County with a Change Order Request Form materially in the form set forth in Appendix 4, which describes the proposed work/change; the net amount proposed to be charged for the described work (along with reasonably detailed documentation to justify the amount proposed to charged (e.g., copies of proposals for the work and materials described in the Change Order Request)); and the impact of the proposed work on the Renovation Project schedule. The Parties presently estimate that the total cost of the items on the items on the List of Exclusions at Appendix 3 to this Agreement that is not included under the Contract Base Fee is \$4,554,113, with a contingency for these items on the List of Exclusions at Appendix 3 of this Agreement equal to Four Hundred and Twenty Thousand Seven Hundred and Three Dollars (\$420,703). The County shall promptly consider and respond in writing to, all Change Order Request Forms submitted by Contractor and Contractor shall not proceed on the work described in a Change Order Request Form until it has been approved, in writing, by the County.
- c. Payment Requests: For all work performed that is not covered by the Contract Base Fee and that was described in a Change Order Request, as described above in this Section 3.b., Contractor shall, from time to time, submit written payment requests to the County in a form that conforms to Appendix 4 to this Agreement, with such payment requests accompanied by reasonably detailed supporting documentation of expenditures by Contractor for Renovation Project work (e.g., copies of invoices for

the labor and for the materials). Contractor shall invoice District for all work on the Renovation project that is not covered by the Contract Base Fee at the labor rates set forth in Appendix 5 that corresponds to the crafts employed in providing the Renovation project work. County will pay Contractor within thirty (30) days from receipt of such payment requests, provided, however, that the County will promptly notify the Contractor if County has any disputes regarding matters set forth in a Payment Request, in which instance, the County will provide Contractor with a written statement of any disputed matters and promptly pay all undisputed matters.

- d. The maximum amount authorized to be expended pursuant to this Agreement is Twenty Nine Million Nine Hundred and Seventy Four Thousand Eight Hundred and Sixteen Dollars (\$29,974,816).

2. Paragraph 4, Term, of the Agreement is hereby amended its entirety, to read as follows:

4. Term

The term of this Agreement shall commence on the date of execution of this Agreement by all Parties and conclude upon completion of the Project. The Parties currently anticipate that the Project will be completed in approximately July of 2023 and the Parties agree to meet and confer regarding the Project schedule from time to time, as necessary.

3. The Parties hereby incorporate by reference into the Agreement the Exclusion Cost Budget, which is attached as Exhibit A to this Amendment.

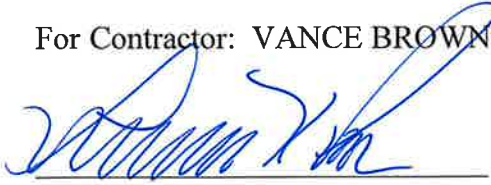
AGREEMENT CONTINUES ON NEXT PAGE



4. All other terms and conditions of the Agreement remain unchanged and in full force and affect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: VANCE BROWN, INCORPORATED



5-11-2022

LOREN K. BROWN, PRESIDENT

Contractor Signature

Date

Contractor Name (print)

Contractor License: B122847

Contractor DIR Registration No: 1000027015

For: COUNTY OF SAN MATEO

Don Horsley, President, Board of Supervisors

Date

EXHIBIT A

Updated: 5/10/22

Maguire Sheriff's Office Excluded Cost Budget				
DESCRIPTION	VENDOR	ESTIMATE/ ALLOWANCE	COMMENTS	
SOFT COSTS:				
PERMITS, FEE & UTILITIES				
Building Permit Fee	County of San Mateo	0	Per SMCS no fees will be due	
Planning Department Fees	County of San Mateo	0	Per SMCS no fees will be due	
Encroachment Permit	City Of Redwood City	50,000	Allowance	
Fire alarm & sprinkler permit	City Of Redwood City	40,000	Allowance	
Engineering Plan Check Fees	County of San Mateo	0	Per SMCS no fees will be due	
Plan Check Fees	County of San Mateo	0	Per SMCS no fees will be due	
Demo Permit Fees	County of San Mateo	0	Per SMCS no fees will be due	
General Plan Maintenance Fees	County of San Mateo	0	Per SMCS no fees will be due	
State Energy Fee	County of San Mateo	0	Per SMCS no fees will be due	
Microfilm Charge	County of San Mateo	0	Per SMCS no fees will be due	
Contingency for Building Permit Fees	County of San Mateo	0	Per SMCS no fees will be due	
Allowance for City Third Party CEQA Consultant	County of San Mateo	0	Per SMCS no fees will be due	
Utility Connection Fees (Sewer, Water, etc.)	County of San Mateo	0	Assumes reuse existing water connections	
Sanitary Sewer Fixture Unit Usage Fee	County of San Mateo	0	Assumes reuse existing sewer connections	
PG&E Service Fees	PG&E	0	Assumes reuse existing electrical connections	
Verizon Service Fees	N/A	0	Assumes reuse existing data connections	
Misc. Fees		50,000	Allowance	
School Fees	N/A	0	None assumed	
SUBTOTAL PERMITS, FEES & UTILITIES		140,000		
ARCHITECT, ENGINEERS, AND DESIGNERS				
Architect	KSHA			
Conceptual Design and Pricing Phase	KSHA	75,000	KSHA proposal 6/25/21 Range of \$25,000 to \$75,000	
Planning approval	KSHA	100,000	KSHA proposal 6/25/21 Range of \$25,000 to \$100,000	
Schematic Design to CD	KSHA	1,125,000	KSHA proposal 6/25/21 Range of \$900,000 to	
Construction administration	KSHA	200,000	Allowance per KSHA	
Fire Consultant	Coffman	32,000	Per Coffman Engineers 9/14/21	
LEED	TBD	20,000	Allowance	
Title 24	TBD	20,000	Allowance	
Acoustical Consultant	Papadimos Group	20,000	Per Papadimos 1/4/22	
Waterproofing Consultant	TBD	20,000	Allowance	
Code Consultant				
Structural Engineer	Hohbach			
Preliminary seismic analysis	Hohbach	9,000	Per Hohbach proposal dated 6/17/21	
Preliminary Design	Hohbach	30,000	Per Hohbach proposal dated 6/24/21	
Design Development	Hohbach	40,000	Per Hohbach proposal dated 6/24/21	
Construction Documents	Hohbach	50,000	Per proposal dated 6/24/21	
Plan Check	Hohbach	10,000	Per proposal dated 6/24/21	
Structural Engineer Construction Administration	Hohbach	30,000	Per proposal dated 6/24/21	
Bridge Support Brace Redesign	Hohbach	15,000	Per proposal dated 2/1/22	
Unforeseen Structural Modifications/Review		30,000	Allowance	
Permit Consultant/ Expediter	NA	0	Excluded	
Design Build Subs				
Mechanical Engineering	SVM	40,000	Per SVM Proposal dated 6/22/21	
Electrical/ Fire Alarm Engineering	Bowen	60,000	HA Bowen	
Plumbing Engineering	KDS	18,000	Per KDS email dated 9/28/21	
Kitchen Consultant	NA	0	Excluded	
Pool Design	NA	0	Excluded	
A/V, IT and Security Consultant	NA	25,000	CML Design Allowance	
Civil Engineer	Sandis	120,300	Per Sandis Proposal dated 6/25/21	
Landscape Architect	Sandis	INC	Included in Sandis Proposal	
Consultant Reimbursable	Misc.	20,000	Allowance	
Total		2,109,300		
Additional A/E Services (Owner Requested Changes)		52,733	Contingency (2.5%)	
SUBTOTAL A&E SERVICES		2,162,033		
CONSULTANTS				
Project Definition & Set-Up Phase	KSHA	0	Included in KSHA above	
Project Management	VBI	0	Included in VBI Budget	
Geotech Engineer (Geotechnical Report)	Silicon Valley Soil Engineers	40,000	Allowance	
Surveyor	Sandis	10,000	Allowance	
Commissioning Agent	TBD	25,000	Limited Commissioning anticipated	
SUBTOTAL CONSULTANT SERVICES		50,000		
TESTING & INSPECTION				
Special Inspections	TBD	75,000	Allowance	
Haz Mat Inspections	TBD	50,000	Allowance	
Geotechnical Inspections	TBD	20,000	Allowance	
Watermain Inspections	NA	15,000	NA	
SUBTOTAL TESTING AND INSPECTION		160,000		
OTHER				
Blueprinting	NA	10,000	Allowance	
Other	NA	0	NA	
Legal	TBD	0	NA	
SUBTOTAL OTHER SOFT COSTS		10,000		
		SOFT COST SUBTOTAL	2,522,033	
		Soft Cost Contingency - 10%	252,203	
		SOFT COSTS TOTAL	2,774,236	
HARD COSTS:				
ABATEMENT & CLEANUP				
Miscellaneous Cleanup	SMCS	25,000	Clean up and removal of any items to be salvaged by	
Abatement	NA	150,000	Minimal hazardous materials removal anticipated	
CONSTRUCTION COSTS				
Window Shadow Box and Upgrades		500,000	Allowance	
Entrance Canopy		75,000	300 sqft Metal Panel Overhang	
Ballistic Glass at Entrance		300,000	Allowance	
Paint Exterior		100,000	Allowance	
Security Upgrades		35,000	Block Walls, security roll down doors	
Exterior Skin Replacement		0	Excluded	

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Contaminated Soil Disposal		0	Excluded
Lockers		0	Excluded
Walk-in Fridge		100,000	Allowance
Low voltage pathways		0	Excluded
Landscape/Hardscape		100,000	Allowance
Decommissioning		0	Excluded
Offsite Upgrades/Modifications		50,000	Alternate ADA parking, temp laydown, street repairs
Risk Category IV Upgrades		0	Excluded
AV, IT and Security Consultant		250,000	CCTV, CMI, security roll down doors etc
HARD COSTS SUBTOTAL		1,685,000	
CONSTRUCTION CONTINGENCY (10%)		168,500	
CONSTRUCTION HARD COSTS TOTAL		1,853,500	
FURNITURE, FIXTURES & EQUIPMENT:			
Furniture, Fixture & Equipment		0	Excluded
Artwork		0	Excluded
FF&E SUBTOTAL		-	
FF&E CONTINGENCY (5%)		-	
FF&E TOTAL		-	
VBI Fee (7.5%)		347,080	
ESTIMATED TOTAL		4,974,816	
Footnotes:			
1) Allowance amounts included on this page are the Contractor's good faith effort to identify a reasonably accurate cost estimate for each line item.			
2) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts for unloading and handling at the site, labor, installation costs, costs for unloading and handling at the site, installation costs and third party costs for products and services rendered on the project including design costs, fees, testing/inspection costs, etc.			
3) Contractor's cost for overhead and profit is not included in the Allowance amounts for any specific line item.			
4) Whenever actual costs are more than or less than Allowance amounts listed in this exhibit, the Contingency amount shall be adjusted accordingly by change order. The amount of the change order shall reflect (1) the difference between actual costs and the allowances.			