

**FIRST AMENDMENT TO AGREEMENT 79000-25-R081170A
BETWEEN THE COUNTY OF SAN MATEO AND
KAZIKA CONSTRUCTION INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ___ day of August, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Kazika Construction Inc., hereinafter called "Contractor". County and Contractor may be collectively referred to herein as "Parties" and individually as a "Party."

W I T N E S S E T H:

WHEREAS, on May 20, 2025, the Parties entered into that certain agreement numbered 79000-25-R081170A (the "Agreement"), by which Contractor agreed to provide construction services for the purposes of modifying leased office space at 260 Harbor Boulevard in Belmont in accordance with the terms and conditions of the Agreement including the Contract Documents; and

WHEREAS, the Parties wish to amend the Agreement to increase compensation to be paid to Contractor in the amount of \$141,470 for a new total not to exceed amount of \$706,470 to provide additional construction services to bring restrooms into compliance with current regulations and to add contingency funds, and to make other amendments as set forth herein.

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

- 1.** The Section of the Agreement entitled "COMPENSATION TO BE PAID TO CONTRACTOR" on page 1 of the Agreement is amended and restated in its entirety to read as follows:


The County will pay and the Contractor will accept in full consideration for the performance of the contract, subject to additions and deductions and procedures for payment as provided therein, the sum of Seven Hundred Six Thousand, Four Hundred Seventy Dollars and Zero Cents (\$706,470.00) consisting of the Contractor's Bid amount of \$565,000, the amount of \$84,970 for Change Order 1 and contingency funds in the amount of \$56,500, provided that contingency funds shall only be disbursed pursuant to written authorization and approval by the County and any unused contingency funds belong to and will remain with or be returned to the County upon termination of this Agreement. The Contract as defined in paragraph 1.1 of the General Conditions constitutes the sole agreement of the parties hereto relating to said work and correctly states the rights, duties, and obligations of each party as of the document's date. 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.

2. The Agreement is amended to add Exhibit B - Project Timeline and Budget, which is attached hereto and incorporated by reference.
3. **All other terms and conditions of the Agreement dated May 20, 2025 between the County and Contractor shall remain in full force and effect.**

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

For Contractor: KAZIKA CONSTRUCTION INC.

 _____	<u>7/14/25</u> Date	<u>KAZIMIERZ KOZLOWSKI</u> Contractor Name (please print)
Contractor Signature		

For County:

COUNTY OF SAN MATEO

By: _____
Raymond Hodges, Director San Mateo County Department of Housing

Date: _____

Exhibit B – Project Timeline and Budget

260 Harbor Construction Schedule - Kazika Construction					
Description	Est. Start Date	Est. End Date	Orig. Budget \$	Amendment \$	Budget Amount
Demolition	5/22/2025	6/6/2025	\$ 55,000.00		\$ 55,000.00
Plumbing - Water Heater	6/9/2025	6/13/2025	\$ 2,500.00		\$ 2,500.00
Framing	6/6/2025	6/24/2025	\$ 104,000.00		\$ 104,000.00
Plumbing - Kitchen	6.25/25	6/30/2025	\$ 15,000.00		\$ 15,000.00
Electrical	7/9/2025	8/8/2025	\$ 85,000.00		\$ 85,000.00
Plumbing - Restrooms	8/13/2025	9/10/2025	\$ 75,000.00	\$ 84,970.00	\$ 159,970.00
Insulation	8/13/2025	8/27/2025	\$ 25,000.00		\$ 25,000.00
Drywall	8/27/2025	9/10/2025	\$ 40,000.00		\$ 40,000.00
Paint	9/11/2025	9/29/2025	\$ 30,000.00		\$ 30,000.00
Carpet (patching/cleanup)	9/23/2025	10/1/2025	\$ 10,000.00		\$ 10,000.00
Tile (patching/cleanup)	9/23/2025	10/1/2025	\$ 67,500.00		\$ 67,500.00
Cabinetry	9/30/2025	10/7/2025	\$ 50,000.00		\$ 50,000.00
Countertops	10/3/2025	10/9/2025	\$ 6,000.00		\$ 6,000.00
Final Inspections		11/10/2025			
Wrap Up		11/17/2025			
Punch List		11/24/2025			
Complete		11/24/2025			
Contingency Funds				\$ 56,500.00	\$ 56,500.00
TOTALS			\$ 565,000.00	\$ 141,470.00	\$ 706,470.00