

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

THIS AMENDMENT TWO TO THE AGREEMENT, entered into this 11th day of July, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Vance Brown, 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, the parties entered into an Agreement for Renovations to the Old Maguire Correctional Facility on December 14, 2021; and

WHEREAS, in June 2022, Amendment One to the Agreement was approved which increased the amount of the Agreement to cover items excluded by the Contractor; and

WHEREAS, the parties wish to further amend the Agreement to extend the term and increase the amount to include the costs associated with the installation of the security system.

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

1. Paragraph 3, Payments, of the Agreement is hereby amended 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 Contractor Eighteen Million Four Hundred Fifty-Two Thousand Three Hundred Eighty Dollars and Seventy-Three Cents (\$18,452,380.73). On the first day of the month of each of the next four (4) months after execution of this Amendment, the County will make a payment to Contractor in the amount of One Million Six Hundred 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 be 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 List of Exclusions at Appendix 3 to this Agreement that is not included under the Contract Base Fee is **Five Million Six Hundred Seventy-Three Thousand Five Hundred and Fifty-One Dollars (\$5,673,551)**. 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 County 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 **Thirty Million Six Hundred Seventy-Three Thousand Five Hundred and Fifty-One Dollars (\$30,673,551)**.

2. Paragraph 4, Term, of the Agreement is hereby amended 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 renovation project. The parties currently anticipate that the Project will be completed in approximately July of 2024 and the Parties agree to meet and confer regarding the Project schedule from time to time as necessary.

3. Appendix 3 is replaced with Revised Exhibit Appendix 3 (rev. May 2023) attached hereto and incorporated by reference.
4. This Amendment Two is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the original Agreement and prior amendment not in conflict with Amendment Two remain in effect and are incorporated by reference.

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, INC.

DocuSigned by: <i>Loren Brown</i>	6/20/2023 9:02 AM HAST	Loren Brown
76D58A22ACB5451		
Contractor Signature	Date	Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:  Resolution No. 079818
 President, Board of Supervisors, San Mateo County

Date: July 11, 2023

ATTEST: 
 By:
 Clerk of Said Board

Appendix 3
Revised May 2023

Updated: 5/09/23

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 \$1,125,000
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 (Gotechnical 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
Waterproofing 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
	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
	A/V, IT, Security Consultant		250,000	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
	SECURITY SCOPE		649,986	Security scope: cameras, card readers, monitoring
		FF&E SUBTOTAL	649,986	
		FF&E CONTINGENCY (0%)	-	
		FF&E TOTAL	649,986	
		VBI Fee (7.5%)	395,829	
		ESTIMATED TOTAL	5,673,551	
	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.			