

**AMENDMENT #1**

**TO**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CAPITAL PROGRAM MANAGEMENT, INC.**

This is Amendment #1 dated the \_\_\_ day of November, 2024 to that certain agreement (the "Agreement") entered into on the 25<sup>th</sup> day of June, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Capital Program Management, Inc., hereinafter called "Contractor," together "Parties."

WHEREAS, the Parties wish to amend the Agreement to increase the County's total fiscal obligation under the Agreement from One Hundred Ninety-five Thousand Dollars (\$195,000) to Five Hundred Sixty-Five Thousand Seven Hundred Dollars (\$565,700), an increase of Three Hundred Seventy Thousand Seven Hundred Dollars (\$370,700).

WHEREAS, the Parties also wish to amend the Agreement to extend the term of the Agreement to expire on December 31, 2025, to replace Exhibit A with a restated Exhibit A to revise the general Scope of Services as set forth therein, to replace Exhibit B with a restated Exhibit B to revise and update payment and rate terms, to add an new Attachment E – Additional Agreement Provisions and to make other amendments as set forth herein.

**Now, therefore, it is agreed by the Parties of this Agreement to amend the terms of the Agreement as follows:**

1. Section 3 (Payments) of the Agreement is amended and restated in its entirety to read as follows:

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FIVE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$565,700)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4 (Term) of the Agreement is amended and restated in its entirety to read as follows:

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on June 25, 2023 and shall expire on December 31, 2025, unless terminated sooner pursuant to Section 5 below.

3. Exhibit A to the Agreement is replaced with and superseded by the revised and restated Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
4. Exhibit B to the Agreement is replaced with and superseded by the revised and restated Exhibit B, attached hereto and incorporated by reference as if fully set forth herein.
5. Attachment E – Additional Agreement Provisions, attached hereto, is added to the Agreement and incorporated by reference as if fully set forth herein.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Agreement's Amendment #1, the Parties, by their duly authorized representatives, affix their respective signatures:

DEPARTMENT OF HOUSING OF THE COUNTY OF SAN MATEO

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Signature

By: Raymond J. Hodges, Director

Date:

CAPITAL PROGRAM MANAGEMENT, INC.

By: Mike Wassermann, AIA, Vice President

Date:



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Signature

## Exhibit A

### **Section 1: Introduction**

Contractor will perform the following Project and Construction Management Services on an On-Call Basis for the Ramada Inn Conversion Project through closeout.

### **Section 2: Services**

#### Project Management Services

##### **Design Phase Management**

1. Schedule and attend project kick-off meeting to define Scope, Schedule, and Budget with County.
2. Serve as point of contact for assigned projects to be undertaken on behalf of the County by a developer selected by the County to include, but not limited to, the oversight of PG&E, local and state agencies; Planning Entitlements & Building Permits.
3. Assist the County as it reviews documents proposed by the selected developer for the scope of work necessary to estimate rehabilitation costs and the proposed design, engineering and construction budgets.
4. Provide advice to the County on the recommended contract terms for monitoring and controlling development expenditures proposed by the selected developer in the legal agreements conveying development rights to the selected developer and providing for the expenditure of County funds
5. Advise the County on due diligence review of invoices for approved project work submitted by the selected developer that are necessary during the design phase to refine the scope of work of the rehabilitation phase

##### **Procurement/Bid and Award Phase:**

6. Assist the County in providing feedback to the selected developer on Architectural/Engineering (A/E) and construction bidding documents.
7. Support the County to review the selected developers' response to bidders. (RFI) received in response to the construction bidding documents.
8. Assist the County in evaluating the selected developer's analysis of proposals/bids for rehabilitation work needed for the assigned projects
9. Assist the County in providing advice to the selected developer on the selection of construction and other contractors needed to complete the rehabilitation of the projects.
10. Assist the County in providing feedback to the selected developer with issuing the Notice to Proceed to Contractor.

##### **Construction Management Phase:**

11. Advise the County on monitoring the developer's performance such as adhere to the scope of work outcomes, meeting projects' schedule, budget and expected quality of the selected projects during Construction phase.
12. Advise the County on monitoring, prior to commencement of work, that the General Contractor has performed all necessary preconstruction activities, including notification of residents, installation of Best Management Practices (BMPs), and installation of Construction Advisory Signs;
13. Advise the County in monitoring that all insurance and licensure documentation is on file for General Contractor and their subs;



14. Advise the County on the selected developer's preparation and filing of Public Works Projects Registration (PWC-100) form with the Department of Industrial Relations (DIR), if applicable. (e.g. Prevailing Wage or procurement requirements etc.)
15. Advise the County in monitoring and requiring that the work performed and materials furnished are in compliance with the approved plans, cost estimates/value engineering, budgets, specifications, submittals, and any other requirements;
16. Advise the County in assisting the selected developer in coordinating with the County Building Department and local Fire Jurisdiction.
17. Advise the County in reviewing and processing of all product submittals and shop drawings for conformance with scope and specification of requirements.
18. Advise the County in reviewing and addressing all Request for Information (RFIs).
19. Advise the County in monitoring, reviewing, tracking and addressing of all Proposed Change Orders (PCOs) within the scope of the County's oversight of the selected developer's recommendation of PCOs. This would also include Project Specifications and Construction questions during Construction Phase.
20. Advise the County in ensuring that no work is completed by the selected developer and its construction contractors and subcontractors that has not been properly approved or otherwise fails to conform to the approved plans, specifications, submittals, or other requirements;
21. Provide value engineering when requested based on the approved plans and specification prior to the start of the work;
22. Advise the County in its due diligence review of invoicing (including review and approval of all project related expenses).
23. Advise the County on requests by the selected developer to update project budget periodically.
24. Advise the County on its oversight of Contract Administration documentation processing a
25. Advise the County on project closeout in coordination with Contractor, County and Developer.
26. Submit written progress reports to the County on a weekly basis, unless otherwise directed, including percentage of work completed, number and amount of change orders, update on the project budget, daily logs, statement of working days.
27. Advise and assist the County when the selected developer proposes final walkthrough and coordinate inspections;
28. Advise the County in requiring and reviewing detailed punch list reports of any discrepancies or deficiencies in the finished work to be resolved prior to project closing and ensuring Contractor completes punch list prior to filing the Notice of Completion;
29. Prepare any necessary reports, forms, or documents as required by permit conditions or building permit compliance, assisting in getting the entitlement and building permit as well as compliance with the conditions of approval and advise the County on filing with appropriate agencies;
30. Advise the County on collecting guarantees from manufacturer, maintenance and manuals, warranties, and any other data required;
31. Advise the County on the monitoring and review of all project closing documentation as for recognition of the completion of the project, assuring that all the work has been completed confirming that all agreed upon project management processes have been executed;
32. Advise the County on monitoring and confirming that all permits have been signed off on by the appropriate Building Department personnel and that hard and digital copies are kept with DOH and copies are made available to the on-site management team.
33. Advise the County in monitoring and requiring that the selected developer provide a completion report that includes all daily logs, photographic records, approved submittals, correspondence, change orders, laboratory and plant testing reports, and any other documents obtained during the course of the project.
34. Provide any additional services as requested by County.

**Section 3: Task Order(s) and Task Order Process: NOT USED**

**Section 4: Changes in Work**

The Director of Housing or their designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by the County and performed by Contractor prior to receipt of notice of change.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**Capital Program Management, Inc.  
Personnel and Material Rates  
On-Call Construction Management Services**

**Section 1: Personnel Rates**



**County of San Mateo**  
**Schedule of Hourly Rates**                      2024                      2025

PIC		2024	2025
PIC	President	\$222	\$231
	Vice President	\$222	\$231
	Principal-In-Charge	\$222	\$231
Program & Construction Management	Program Director	\$222	\$231
	Senior Construction/Project Manager	\$222	\$231
	Construction/Project Manager	\$197	\$205
	Assistant Construction/Project Manager/	\$171	\$178
	Field Engineer/Program Coordinator II	\$151	\$157
	Field Engineer/Program Coordinator I	\$108	\$112
	Senior Estimator	\$197	\$205
	Estimator	\$151	\$157
	Senior Scheduler	\$197	\$205
	Scheduler	\$151	\$157
	Administrative Support / Clerical	\$64	\$67
	Budget & Accounting	Director of Budget & Accounting	\$222
Budget & Accounting Manager		\$207	\$215
Senior Budget Analyst		\$197	\$205
Budget Analyst		\$151	\$157
Asst. Budget Analyst		\$113	\$118
Contract Management	Director of Contract Management	\$222	\$231
	Senior Contract Manager	\$207	\$215
	Contract Manager	\$197	\$205
	Contract Administrator	\$171	\$178
	Assistant Contract Administrator	\$113	\$118

Reimbursable Expenses\* - At cost with no mark up

\* Note that the only pre-approved reimbursable expenses are for reprographics and postage. All other reimbursable expenses must have County's prior approval. There are no reimbursable travel expenses and no charge for time while traveling.

**Section 2: Invoice and Payment**

- a. In order to receive payment for services provided in Exhibit A, Contractor shall submit to the County a detailed invoice on a monthly basis, which invoices shall include, at minimum: (a) a description of services provided; (b) the time spent on such services; and (c) the employee/professional providing such services in accordance with applicable rate(s) specified in the above table. Contractor's invoices should also include supporting documentation for any claimed expenses, including but not limited to all relevant invoices and receipts. Contractor shall certify that that the services for which payment is requested (and that any costs for which reimbursement is sought) were actually, reasonably and necessarily incurred for services under this Agreement. Contractor agrees to provide such additional information and documentation as the County may reasonably request related to the request for payment.

- b. Contractor shall submit invoices to the attention of the person specified at Section 17 of the Agreement or as otherwise directed by the County in writing.
- c. In no event shall the County's total fiscal obligation exceed the amounts set forth in Section 3 of the Agreement.
- d. Payment will be made within thirty (30) business days after approval of the request for payment by the County Director of the Department of Housing or designee.





## Attachment E – Additional Agreement Provisions

### **A. Retention of Records; Right to Monitor and Audit**

(1) Contractor agrees to maintain records and financial documents for five years after termination of the Agreement and agrees to cooperate with the County to provide or make available such records to the US Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (“GAO”), US Treasury’s Office of Inspector General, and the Pandemic Relief Accountability Committee. Contractor shall be subject to examination and/or audit by County, a Federal agency, and the State of California.

(2) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(3) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County’s authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(5) Contractor shall cooperate with the County to ensure compliance with the American Rescue Plan Act and its implementing rules, regulations, reporting and recordkeeping requirements, including without limitation cooperation, as requested, in connection with the County’s preparation of Interim Reports, Project and Expenditure Reports and Recovery Plan Performance Reports and any other reports required by the US Treasury.

### **B. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Contractor agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, throughout the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

### **C. Procurement of Recovered Materials**

In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency (“EPA”)-designated items unless the product cannot be acquired. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**D. Clean Air Act and Water Pollution Act Compliance**

(1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act, as amended 33 U.S.C. 1251. et. seq.

(2) Contractor agrees to report each violation to the County understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. Compliance with the Contract Work Hours and Safety Standards Act**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file with the County the required certification (see below). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any



lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The required certification shall state the following (see 44 C.F.R. Appendix A to Part 18):

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Mike Wassermann, Vice-President  
Name and Title of Contractor's Authorized Official

10/22/24  
Date