

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VANCE BROWN INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 01 day of January, 2022, 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, in July 2023, Amendment Two to the Agreement was approved which extended the term and increased the amount of the Agreement to cover costs associated with the installation of the security system; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount in order to cover the costs of the installation and percurrent of security related items.

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.
- 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 **Seven Million Four Hundred Nine Thousand Three Hundred Fifty Dollars (\$7,409,350)**. 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-Two Million Four Hundred Nine Thousand Three Hundred Fifty Dollars (\$32,409,350)**.

- 2. Appendix 3 is replaced with Revised Appendix 3 (rev. December 2023) attached hereto and incorporated by reference.
- 3. This Amendment Three 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 Three 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

<div>DocuSigned by: <i>Loren Brown</i> 76D58A22ACB5451...</div>	1/10/2024 11:48 AM HAST	Loren Brown
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Appendix 3 - Revised December 2023

Updated: 12/06/23

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 Fee	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 Fee	County of San Mateo	0	Per SMCS no fees will be due
	Allowance for City Third Party CEQA Consultar	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, T&N	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/ Expedite	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 Proposa
	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 Engineer	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 Inspection	TBD	20,000	Allowance
	Waterproofing Inspection	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 door
	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 repair
	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
	Additional Scope Request Per COR 003		1,614,697	
FF&E SUBTOTAL			2,264,683	
FF&E CONTINGENCY (0%)			-	
FF&E TOTAL			2,264,683	
VBI Fee (7.5%)			516,931	
ESTIMATED TOTAL			7,409,350	
Footnotes:				
<p>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.</p> <p>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.</p> <p>3) Contractor's cost for overhead and profit is not included in the Allowance amounts for any specific line item.</p> <p>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.</p>				