

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CMG LANDSCAPE ARCHITECTURE**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of  
\_\_\_\_\_ May \_\_\_\_\_, 20 23 \_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter  
called "County," and CMG Landscape Architecture, 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; and

WHEREAS, as authorized by Board Resolution No. 078335, on or about July 20, 2021, the Parties entered into Agreement No. 39000-22-R078335 by which Contractor agreed to provide design and permitting services as related to the County's Realize Flood Park Project, for the term of July 20, 2021 through July 31, 2023, in an amount not to exceed \$1,892,710; and

WHEREAS, the parties wish to amend the Agreement: (1) to expand the Agreement's scope of services to include construction observation services, (2) to increase the Agreement's not-to-exceed amount by \$730,870 to a new total not-to-exceed amount of \$2,623,580, and (3) to extend the term of the Agreement to December 31, 2024.

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

1. Section 3 (Payments) of the Agreement is amended to read as follows:

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 TWO MILLION, SIX HUNDRED AND TWENTY-THREE THOUSAND, FIVE HUNDRED AND EIGHTY DOLLARS (\$2,623,580). 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 to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 20, 2021, through December 31, 2024.

3. Task H of Exhibit A to the Agreement is amended to read as follows:

Task H – Construction Administration/Observation

Construction Administration/Observation: The Design Team will provide standard Construction Administration services. Representatives from the Design Team will attend weekly Construction Progress Meetings as needed, see below for assumptions. The County Public Works Department and/or Consulting Construction Manager will provide meeting minutes to the Department and the Design Team. The Design Team will provide the following Construction Administration services:

- A. Attendance at Construction Progress Meetings:
  - a. CMG Prime Consultant – Biweekly during procurement stage of construction, weekly or as needed during field construction.
  - b. Other Consultants – as needed
- B. Site Visits: The Design Team will make site visits, to review the progress of construction and to determine in general if the construction is proceeding in accordance with the design intent of the construction documents. This scope assumes a total of (36) site visits by CMG and visits by Subconsultants as required based on their scope of work. The Design Team may recommend the rejection of work failing to conform to the contract documents.
- C. The Design Team will respond to Requests for Information routed through the Construction Manager from the contractor, and review submittals for those parts of the project in the above scope of services.
- D. The Design Team will issue Construction Bulletins, compiling responses to request for information and other changes to the documents. The Scope includes (3) Bulletins.
- E. The Design Team will review Change Orders and provide comments at the request of the Construction Manager.
- F. The Department of Public Works and/or a Consulting Construction Manager will be responsible for administering the contract including review and approval of the project schedule, review and approval of requests for payment, review and approval of construction change orders, coordination with the Parks Department, other County Departments, City Agencies and regulatory agencies.
- G. The Construction Administration Phase shall be 9 -12 months.

Project Close Out and Maintenance Period

- A. Maintenance Period Services: The Design Team will prepare a punch list and issue a determination of signification completion establishing the maintenance

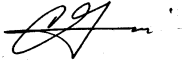
period. The maintenance period will extend 3 months from the determination of significant completion. CMG will make monthly visits to review project conditions and issue field reports for each visit.

- B. Final Acceptance: The Design Team will advise the Department on the determination of final acceptance.
- C. Record Drawings: The Design Team shall provide digital record drawings that incorporate RFI responses and bulletins issued during construction. The Contractor shall provide as-built documents based on Division 0 and 1 requirements.

**4. Except as amended, all other terms and conditions of the Agreement dated July 20, 2021, 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:** CMG LANDSCAPE ARCHITECTURE



4.13.2023

Chris Guillard

\_\_\_\_\_  
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