

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

THIS AMENDMENT TWO TO THE AGREEMENT, entered into this 11<sup>th</sup> 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.**

|                                                                                                                                                  |                                 |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| <p>DocuSigned by:<br/> <br/> <small>76D58A22ACB5451</small></p> | <p>6/20/2023   9:02 AM HAST</p> | <p>Loren Brown</p>             |
| 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 May 2023

Updated: 5/09/23

### Maguire Sheriff's Office Excluded Cost Budget

|                                               | DESCRIPTION                                       | VENDOR                        | ESTIMATE/<br>ALLOWANCE | COMMENTS                                                |
|-----------------------------------------------|---------------------------------------------------|-------------------------------|------------------------|---------------------------------------------------------|
| <b>SOFT COSTS:</b>                            |                                                   |                               |                        |                                                         |
| <b>PERMITS, FEE &amp; UTILITIES</b>           |                                                   |                               |                        |                                                         |
|                                               | 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                                            |
| <b>SUBTOTAL PERMITS, FEES &amp; UTILITIES</b> |                                                   |                               | <b>140,000</b>         |                                                         |
| <b>ARCHITECT, ENGINEERS, AND DESIGNERS</b>    |                                                   |                               |                        |                                                         |
|                                               | 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 Desing 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                                                |
|                                               | <b>Design Build Subs</b>                          |                               |                        |                                                         |
|                                               | 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                                               |
|                                               | <b>Total</b>                                      |                               | <b>2,109,300</b>       |                                                         |
|                                               | Additional A/E Services (Owner Requested Changes) |                               | 52,733                 | Contingency (2.5%)                                      |
| <b>SUBTOTAL A&amp;E SERVICES</b>              |                                                   |                               | <b>2,162,033</b>       |                                                         |
| <b>CONSULTANTS</b>                            |                                                   |                               |                        |                                                         |
|                                               | 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                       |
| <b>SUBTOTAL CONSULTANT SERVICES</b>           |                                                   |                               | <b>50,000</b>          |                                                         |
| <b>TESTING &amp; INSPECTION</b>               |                                                   |                               |                        |                                                         |
|                                               | 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                                                      |
| <b>SUBTOTAL TESTING AND INSPECTION</b>        |                                                   |                               | <b>160,000</b>         |                                                         |
| <b>OTHER</b>                                  |                                                   |                               |                        |                                                         |
|                                               | Blueprinting                                      | NA                            | 10,000                 | Allowance                                               |
|                                               | Other                                             | NA                            | 0                      | NA                                                      |
|                                               | Legal                                             | TBD                           | 0                      | NA                                                      |
| <b>SUBTOTAL OTHER SOFT COSTS</b>              |                                                   |                               | <b>10,000</b>          |                                                         |
| <b>SOFT COST SUBTOTAL</b>                     |                                                   |                               | <b>2,522,033</b>       |                                                         |
| Soft Cost Contingency 10%                     |                                                   |                               | 252,203                |                                                         |
| <b>SOFT COSTS TOTAL</b>                       |                                                   |                               | <b>2,774,236</b>       |                                                         |
| <b>HARD COSTS:</b>                            |                                                   |                               |                        |                                                         |
| <b>ABATEMENT &amp; CLEANUP</b>                |                                                   |                               |                        |                                                         |
|                                               | 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         |
| <b>CONSTRUCTION COSTS</b>                     |                                                   |                               |                        |                                                         |
|                                               | 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.                            |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                      |                                                          |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>HARD COSTS SUBTOTAL</b>           | <b>1,685,000</b>                                         |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | CONSTRUCTION CONTINGENCY 10%         | 168,500                                                  |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>CONSTRUCTION HARD COSTS TOTAL</b> | <b>1,853,500</b>                                         |
|  | <b>FURNITURE, FIXTURES &amp; EQUIPMENT:</b>                                                                                                                                                                                                                                                                                                                                                                                            |  |                                      |                                                          |
|  | Furniture, Fixture & Equipment                                                                                                                                                                                                                                                                                                                                                                                                         |  | 0                                    | Excluded                                                 |
|  | Artwork                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 0                                    | Excluded                                                 |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                      |                                                          |
|  | <b>SECURITY SCOPE</b>                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <b>649,986</b>                       | <b>Security scope: cameras, card readers, monitoring</b> |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                      |                                                          |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>FF&amp;E SUBTOTAL</b>             | <b>649,986</b>                                           |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | FF&E CONTINGENCY (0%)                | -                                                        |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>FF&amp;E TOTAL</b>                | <b>649,986</b>                                           |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | VBI Fee (7.5%)                       | 395,829                                                  |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>ESTIMATED TOTAL</b>               | <b>5,673,551</b>                                         |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                      |                                                          |
|  | 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.                                                                                                                                                           |  |                                      |                                                          |