

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MARK SCOTT CONSTRUCTION, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mark Scott Construction, 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 construction services on March 6, 2014; and

WHEREAS, the parties wish to amend the Agreement to add additional services, extending the term through October 31, 2014, and increasing the agreement's maximum amount by \$55,000 to an amount not to exceed \$155,000.

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

1. Section 2 of the Agreement, **Contract Term**, is replaced in its entirety with the following:

2. **Contract Term**. The term of this Agreement shall be from March 1, 2014, to October 31, 2014, unless terminated earlier by the County.
2. Section 3 of the Agreement, **Payments**, is replaced in its entirety with the following:

3. **Payments**. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000).

3. Exhibit A to the Agreement is **deleted and** replaced with revised Exhibit A (rev. 7/15/14), **a copy of which is attached to this amendment and incorporated into the Agreement by this reference.**

4. Section 22 of the Agreement is added to read as follows:

22. Compliance with County Employee Jury Service Ordinance. Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

5. **All other terms and conditions of the agreement dated March 6, 2014, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Mark Scott Construction, Inc.



Contractor's Signature

Date: 7/14/14

Exhibit A (rev. 7/15/14)
Agreement between the County of San Mateo and Mark Scott Construction, Inc.

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

There are two projects under this Agreement, as follows.

Project 1 – Cashier Relocation Project:

**Scope of Work on Plans by RCG Architecture, Dated 09-16-13, Pages A0.0-A9.1:
(Revised and stamped
05/21/14)**

1. Mobilize/Provide Construction Barriers/Protect (E) Surfaces/Maintain Infection Control Procedures.
2. Demo Walls & Doors.
3. Demo Electrical Safe off.
4. Modify (E) Fire Alarm System.
5. Remove (E) finish floor.
6. Remove/Relocate (E) D.F.
7. 1 hour rated framing for (N) door & window assembly.
8. Patch back (E) tile floor at hallway.
9. Install carpet (owner furnished carpet).
10. Install (N) countertop.
11. Install 1 hour rated (N) door & window assembly.
12. Modify/Repair (E) ceiling due to demolition.

Pricing Notes & Assumptions:

1. Work to be done during normal business hours.
2. Price proposal was prepared without benefit of As-Builts.
3. Rated windows priced with steel frame (not aluminum, to meet 1 hour fire rating requirement).
4. Glass attached to rated frame is not allowable. Assume glass to be attached to counter & ceiling.
5. MSC made assumptions for drinking fountain handrail connection detail (no detail provided).
6. (E) corridor flooring shall be patched to match as close as possible. However, it should be expected that new flooring will have different appearance due to age & color match differences.
7. Assumes HVAC Ducts and register locations remain the same.

Exclusions:

1. Relocating camera.
2. X-Ray of subsequent discovery of under slab conditions.
3. Hazmat Testing or Abatement.
4. Security, Data, and/or other IT Work.
5. Testing, Inspections, Permits, Fees, or Plan Checks.
6. Code upgrades or repair of deficiencies not shown in drawings.
7. New lighting. Plans do not show lighting.
8. Grab Bar for Drinking fountain.
9. Prebalance, post balance, or TAB reports for HVAC system.

Project 2 – Steris V-Pro MAX Installation Project:

Summary: Remove old equipment and install two new Steris V-Pro MAX sterilization machines.

Scope of Work on Plans by PhD Architects, Dated 12-02-13, Pages A0.0-E5.1 (OSHPD Stamped 01-15-14)

1. Mobilize/Provide Construction Barriers/Protect (E) Surfaces/Maintain Infection Control Procedures.
2. Demo Wall area for new receptacles.
3. Demo Electrical Safe off.
4. Demo 2 (E) receptacles.
5. Install conduit routed to (E) piping from receptacles to be removed.
6. Install 2 (N) electrical outlets in (E) sterilization room.
7. Patch & paint wall where demo occurred.
8. Progress and final cleaning.
9. Demobilize.

Pricing Notes & Assumptions:

1. Work to be done during normal business hours.
2. Price proposal was prepared without benefit of As-Builts.
3. Any new penetrations at walls to be fire sealed and air tight.
4. Concrete scanning or Sterilizer anchorage excluded.
5. Sterilizer furnished and installed (including anchorage) by others. This proposal includes utilizing the existing piping as a value.
6. Engineering solution rather than piping back to the existing panel.
7. Start up, commissioning, and warranty for new sterilizers by others.
8. Plans do not call for a disconnect at the new units and they have not been included in this proposal.

Exclusions:

1. Any work not shown on plans dated 12-2-13.
2. X-Ray of subsequent discovery of under slab conditions.
3. Hazmat Testing or abatement.
4. Security, Data, and/or other IT work.
5. Testing, Inspections, Permits, Fees, or Plan Checks.
6. Code upgrades or repair of deficiencies not shown in drawings.
7. Any floor work scheduled.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

Estimated cost for the Cashier Relocation Project is \$139,452. Any difference in cost will be approved by the Chief Operations Officer or their designee.

Estimated cost for the Sterilizer Installation Project is \$14,328. Any difference in cost will be approved by the Chief Operations Officer or their designee.