

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RCG ARCHITECTURE**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and RCG 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;

WHEREAS, the parties entered into an Agreement for architectural services on February 25, 2013; and

WHEREAS, the parties wish to amend the Agreement to add additional services and increase the maximum amount by \$25,000 to an amount not to exceed \$125,000.

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

1. Section 3 of the Agreement, **Payments**, is amended to read as follows:

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 TWENTY-FIVE THOUSAND DOLLARS (\$125,000).

2. Original Exhibit A is replaced with Exhibit A (rev. 9/9/14) and is attached hereto.
3. Section 22 is added to the Agreement 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."

- 4. All other terms and conditions of the agreement dated February 25, 2013, 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

RCG Architecture

Contractor's Signature

Date: 8/28/14

Exhibit A (rev. 9/9/14)

I. Description of Services to be Performed by the Contractor

A. In consideration of the payments set forth in Section II, below, Contractor shall provide the following services:

1. Finalization of design, design development, production of construction documents submittals to OSHPD, assistance with bidding and construction observation for the renovation projects at the San Mateo Medical Center and its clinics.

NOTE: This Agreement is for solely for the purpose of design and related services and does not include any construction for the designs that are submitted or direct management of or controlling supervision of the construction process. References to assistance with bidding and construction observation services refer solely to Contractor providing assistance/input to San Mateo Medical Center or its designee and does not include direct supervision of contractors performing construction.

II. Amount and Method of Payment

A. In consideration of the services described in Section I, above, County will pay Contractor:

Monthly billings based on the percentage of completion of basic services outlined above

- Invoices will be submitted as work is completed.

B. The term of the Agreement is January 1, 2013, through December 31, 2014. The maximum amount of the Agreement is ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). Invoices will be approved by the Chief Operations Officer and paid within 30 days of receipt of invoice.