

**AMENDMENT NO. ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SWAIM BIOLOGICAL, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Swaim Biological, 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 mitigation services on November 3, 2015; and

WHEREAS, the parties wish to amend the agreement to increase the not-to-exceed amount by \$91,176.16, for a new not-to-exceed amount of \$587,182.10.

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

1. Section 3 "Payments", paragraph 1 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 A, and as incorporated herein by reference. 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 Five Hundred Eighty-Seven Thousand One Hundred Eighty-Two and 10/100 Dollars, (\$587,182.10). 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.

2. Section 4 "Allowable Costs and Payments", part (g) of the Agreement is amended to read as follows:

(g) The total amount payable by County including the fixed fee shall not exceed \$587,182.10.

3. Exhibit A & B of the Agreement shall be amended to include the attached "Request and Justification for Additional Funds – Crystal Springs Dam Bridge Replacement – County Project No. R1104; Federal Aid Project BRLO-5935(052), from Swaim Biological Incorporated, dated June 11, 2018 in the amount of \$91,176.16.
4. Exhibit 10-K is amended to the Agreement.
5. All other terms and conditions of the Agreement dated November 3, 2015 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: Swaim Biological, Inc.

Karen E. Swaim

Contractor Signature

July 4, 2018

Date

Karen E. Swaim

Contractor Name (please print)

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board



Swaim Biological Incorporated
4435 First Street PMB #312
Livermore, CA 94551

To: Carter Choi, San Mateo Department of Public Works
From: Karen Swaim, Swaim Biological Inc.
Date: June 11, 2018
Re: **Request and justification for additional funds – Crystal Springs Dam Bridge Replacement – County Project No. R1104; Federal Aid Project BRLO-5935(052)**

SBI is requesting additional funds in the amount of \$91,176.16 to complete compliance monitoring and reporting tasks for the above referenced project. The project has been subject to excessive increases in labor requirements by contractors needed to complete the project. Unforeseen labor increases have resulted in longer work day schedules and weekend work. Project completion has extended beyond the originally scheduled date, weekend work has occurred as well as unanticipated night work. These unforeseen increases will exhaust the original budget amount prior to completion the project. SBI has been informed by project management that workdays totaling 12 hours per day, up to six days per week will be required through the end of the project- during the remainder of April and May, plus a minimum of 2 weeks in June after Pacific Gas & Electric completes their work. Full time monitoring will also be required for the months of July and August, 2018. The excess will add an additional 19 weeks of work of unforeseen compliance monitoring labor and reporting totaling \$86,921.64 As of April 1, 2018, \$7,458.22 remains in the original budget. Please see the estimate below summarizing additional funds requested.

Task #	Description	Estimated Cost
BIO-3	Project management / Weekly Reporting/Final Compliance Report <ul style="list-style-type: none">48 hours at \$95.24 for weekly reporting40 hours at \$95.24 for final reporting18 hours at \$185.09 for final reporting	\$11,712.74
BIO-3 BIO-4 BIO-11	Construction monitoring <ul style="list-style-type: none">1 monitors per day Mon-Sat Apr 1 to May 31, 2108, plus 12 days in June after PG&E finishes. 1 monitors per day Mon-Sat July 1 to Aug 31 2018. [117 days/ 12 hrs. per day at rate of 61.91]	\$86,921.64
	Budget remaining As of 1 Apr 2018	-\$7,458.22
TOTAL REQUESTED ADDITIONAL FUNDS:		\$91,176.16

Per the Agreement with the County mileage is not reimbursable.