



Project Development Unit  
1402 Maple Street  
Redwood City, CA 94063  
[www.smcgov.org](http://www.smcgov.org)

## Watry CO 014 (WDI 017) – Public Art P27P1 – R075577

**Owner:**

County Manager's Office  
1402 Maple Street  
Redwood City, CA 94063

**Date: September 10, 2020****Issued by: Jasmine Gao****SCOPE of WORK: P27P1-Watry-R075577-CO 014 (WDI 017)-20200806****Ref: WDI 17****DISPOSITION:**

- Approved  
 Rejected

**NARRATIVE:** See attached documents

The PDU has reviewed Watry additional services request Change Order 014 (WDI 17) for full and final amount of \$230,000 for all services and work listed therein, subject to the additional terms and exclusions set forth therein. CO 014 (WDI 17) is approved by the PDU pending formal approval of the San Mateo County Board of Supervisors and shall take effect only upon execution of CO 014 (WDI 17) by the President, Board of Supervisors, San Mateo County or duly authorized designee.

In addition to adjusted value, this CHANGE ORDER includes 0 calendar days to extend the completion date of the Agreement. See attached CHANGE ORDER Form and Log for details.

The current Board authorized Contract Limit for PDU approved changes is \$1,788,985, with \$83,755 currently remaining available.

To accommodate the CO approval, the PDU is requesting that the Board approve an increase to the PDU's authority to authorize changes to Watry's agreement by \$230,000 for an adjusted not-to-exceed limit of \$2,018,985. This adjusted limit will accommodate the current requested increase of \$230,000, while leaving \$83,755 remaining for PDU authority to approve additional changes through project completion.

**ADJUSTMENT:****Cost: TBD X Add Deduct****Schedule: Impact: Yes X No TBD**

This change includes all design services, labor, material, equipment, and incidentals and is all inclusive of scope related to this change.

**Project Manager's Recommendation for Approval**

DocuSigned by:

9/10/2020

(signature)

(date)

Agreement No.	R075577
Unifier Cost Account	00 02 00
Current Contract Amount	\$1,705,230.00
This Change Amount	\$230,000.00
Proposed Adjusted Contract Amount	\$1,935,230.00
Proposed Adjusted Contract Limit/Budget	\$2,018,985.00
Proposed Remaining Budget	\$83,755.00

**COMPANY CONTACT**  
 Watry Design, Inc.  
 2099 Gateway Place  
 Suite 5500  
 San Jose, CA 95110



**PDU CONTRACT CONTACT:**  
 KAREN RODGERS  
 ADMINISTRATIVE MANAGER  
 (650) 369-4722  
[krodgers@smcgov.org](mailto:krodgers@smcgov.org)  
 1402 Maple St. Redwood City, CA 94063

**TO: County of San Mateo, PDU**  
[igao@smcgov.org](mailto:igao@smcgov.org)

**CC:** [krodgers@smcgov.org](mailto:krodgers@smcgov.org)  
[jorellana@smcgov.org](mailto:jorellana@smcgov.org)

**PDU PROJ. NO.** P27P1  
**AGREEMENT NO:** 84700-18-R075577  
**COST ACCOUNT:** 00 02 00

# CHANGE ORDER 014

**CHANGE AMOUNT:** \$230,000.00  
**CHANGE IN TIME:** 0 cal. days

**TITLE: WDI 17 - PS2 PUBLIC ART**

**SCOPE OF WORK:** PROVIDE ADDITIONAL DESIGN & ENGINEERING SERVICES TO COUNTY OF SAN MATEO PROJECT DEVELOPMENT UNIT INCLUDING: Public art design and installation.

SEE ENCLOSED EXHIBITS: WDI Add Service #17

SCHEDULE OF VALUES	CURRENT VALUE	CHANGE AMOUNT	ADJUSTED VALUE
DESIGN FEE - BASE CONTRACT	\$1,576,000.00	\$0.00	\$1,576,000.00
REIMBURSABLES - BASE CONTRACT	\$50,350.00	\$0.00	\$50,350.00
CO 01 - WDI 01 - DESIGN OPTION REVIEW	\$5,000.00	\$0.00	\$5,000.00
CO 02 - WDI 02 - QSD	\$5,140.00	\$0.00	\$5,140.00
CO 03 - WDI 03 - TREE SURVEY	\$2,660.00	\$0.00	\$2,660.00
CO 04 - WDI 04 - TAX MAIL BOX	\$2,500.00	\$0.00	\$2,500.00
CO 05 - WDI 05 - TEMP PARKING	\$1,000.00	\$0.00	\$1,000.00
CO 06 - WDI 06 - EV GARAGE SVCS	\$7,460.00	\$0.00	\$7,460.00
CO 07 - WDI 07 - EV CHARGING STUDIES	\$5,180.00	\$0.00	\$5,180.00
CO 08 - WDI 09 - NOISE MITIGATION	\$3,800.00	\$0.00	\$3,800.00
CO 09 - WDI 10 - REVERSIBLE LANE	\$7,700.00	\$0.00	\$7,700.00
CO 10 - WDI 11 - TELECOM SERVICES	\$4,740.00	\$0.00	\$4,740.00
CO 11 - WDI 13 - REVISE ELEC. ROOM	\$2,200.00	\$0.00	\$2,200.00
CO 12 - WDI 15 - ADDED EV CHARGERS	\$11,500.00	\$0.00	\$11,500.00
CO 13 - WDI 16 - PGS	\$20,000.00	\$0.00	\$20,000.00
CO 14 - WDI 17 - PUBLIC ART	\$0.00	\$230,000.00	\$230,000.00

CONTRACT VALUE SUMMARY	
ORIGINAL CONTRACT VALUE	\$1,626,350.00
PRIOR APPROVED CHANGES	\$78,880.00
THIS CHANGE AMOUNT	\$230,000.00
<b>ADJUSTED CONTRACT VALUE</b>	<b>\$1,935,230.00</b>

CONTRACT TIME SUMMARY	
ORIGINAL COMPLETION:	12/31/2020
PRIOR APPROVED DAYS:	0
THIS CHANGE APPROVED DAYS:	0
ADJUSTED COMPLETION DATE:	12/31/2020

I hereby certify, to the best of my knowledge, that (1) the information provided in this CHANGE ORDER is true and accurate, and in conformance with the terms of the Contract, and (2) the reported costs and time requested herein reflect the actual cost and time impacts related to the scope of work.

By signing below, I understand and agree that this CHANGE ORDER constitutes and full and final settlement for all direct, indirect, and related costs and impacts associated with this issue. Unless specifically modified in this change order approval, all terms and conditions of the contract remain in force, supersede any terms and conditions listed in Contractor's proposal, and under no circumstances are items listed in Contractor's proposal considered a part of this approved CHANGE ORDER unless specifically included in the County of San Mateo Project Development Unit standard CHANGE ORDER forms.

Jasmine Gao 9/10/2020  
 RECOMMENDED FOR APPROVAL: Date  
 PDU Director or Designee

Adam Ely 9/10/2020  
 APPROVED BY: Date  
 PDU Director or Designee

DocuSigned by: [Signature] 9/10/2020  
 REQUESTED BY: DA902F88265F4D9... Date  
 Consultant

APPROVED BY: \_\_\_\_\_ Date  
 President, Board of Supervisors, San Mateo County

ATTEST: \_\_\_\_\_ Date  
 Clerk of Said Board

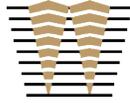
**Change Order Log  
Watry Design, Inc.**

**AGREEMENT NO.  
84700-18-R075577**

BASE CONTRACT	
TOTAL AMOUNT	COMPLETION
\$1,626,350.00	12/31/2020

#	C/O NO.	COR NO.	DESCRIPTION	TOTAL CHANGE AMOUNT	DAYS APPROVED	ADJUSTED COMPLETION	ADJUSTED CONTRACT AMT.
1	1	WDI 01	CO 01 - WDI 01 - DESIGN OPTION REVIEW	\$5,000.00	0	12/31/2020	\$ 1,631,350.00
2	2	WDI 02	CO 02 - WDI 02 - QSD	\$5,140.00	0	12/31/2020	\$ 1,636,490.00
	3	WDI 03	CO 03 - WDI 03 - TREE SURVEY	\$2,660.00	0	12/31/2020	\$ 1,639,150.00
	4	WDI 04	CO 04 - WDI 04 - TAX MAIL BOX	\$2,500.00	0	12/31/2020	\$ 1,641,650.00
	5	WDI 05	CO 05 - WDI 05 - TEMP PARKING	\$1,000.00	0	12/31/2020	\$ 1,642,650.00
	6	WDI 06	CO 06 - WDI 06 - EV GARAGE SVCS	\$7,460.00	0	12/31/2020	\$ 1,650,110.00
	7	WDI 07	CO 07 - WDI 07 - EV CHARGING STUDIES	\$5,180.00	0	12/31/2020	\$ 1,655,290.00
	8	WDI 09	CO 08 - WDI 09 - NOISE MITIGATION	\$3,800.00	0	12/31/2020	\$ 1,659,090.00
	9	WDI 10	CO 09 - WDI 10 - REVERSIBLE LANE	\$7,700.00	0	12/31/2020	\$ 1,666,790.00
	10	WDI 11	CO 10 - WDI 11 - TELECOM SERVICES	\$4,740.00	0	12/31/2020	\$ 1,671,530.00
3	11	WDI 13	CO 11 - WDI 13 - REVISE ELEC. ROOM	\$2,200.00	0	12/31/2020	\$ 1,673,730.00
4	12	WDI 15	CO 12 - WDI 15 - ADDED EV CHARGERS	\$11,500.00	0	12/31/2020	\$ 1,685,230.00
4	13	WDI 16	CO 13 - WDI 16 - PGS	\$20,000.00	0	12/31/2020	\$ 1,705,230.00
6	14	WDI 17	CO 14 - WDI 17 - PUBLIC ART	\$230,000.00	0	12/31/2020	\$ 1,935,230.00
7							

ADJUSTED CONTRACT VALUE & COMPLETION	CHANGES TO DATE	SUM OF DAYS	ADJ. COMP.	ADJ. VALUE.
	\$ 308,880.00	0	12/31/2020	\$ 1,935,230.00



# WATRY DESIGN, INC.

Architects • Engineers • Parking Planners

## Additional Services Agreement

San Mateo County  
**To:** Project Development Unit  
1402 Maple St

Redwood City CA  
*Tel: 650-599-9048*

**Date:** August 6, 2020

San Mateo County Parking  
**Project:** Structure No. 2

**WDI Project #:** 15022.113

**Attn:** Jasmine Gao

**WDI Add Service #:** 17

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### **Watry Design, Inc. is hereby authorized to perform the following additional work as described:**

The County has requested WDI to reach out for sub consulting services for including a Public Art component to the current design of the parking structure project. WDI proposed reaching out to “Gordon Huether + Partners” and the County agreed on our recommendation, WDI contacted artist Gordon Huether to provide a proposal to perform this work, Watry Design will be subcontracting to the artist for this scope as described below. The County will undertake all review and coordination of the artist’s designs and installation process. Watry Design, will not be responsible for the acceptance of the Art, the structural integrity of the Art or the quality or schedule of the installation of the Art.

### **Scope:**

WDI will contract with Gordon Huether + Partners, Inc. (GHS) to provide Public Art Services.

GHS will provide its services in 3 phases Design Development, Fabrication and Delivery / Installation for the Public Art Project installation envisioned to be a freestanding sculpture in the courtyard.

GHS shall furnish all the materials, equipment and labor for the Public Art Project, including foundation support for freestanding sculpture needed to support the Public Art Project.

GHS scope includes design, fabrication, delivery and installation of the Public Art Project including Concrete pad and electrical and lighting to support the art.

GHS shall determine the artistic expression, scope and design of the Public Art Project, subject to the review and acceptance by County.

Determination of the Public Art Project will occur at the end of the Artist’s Design Development Phase.

GHS may assign any portion of its duties to any subcontractor, craftsman, artist, engineer or fabricator, provided that such assignment of duties shall not affect the design, appearance or visual quality of the Work and that the assigned duties shall be carried out under the personal supervision of GHS.

WDI, on behalf of the County, will provide architectural plans, site plans to GHS for the portions of the Public Art Project.

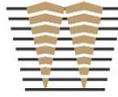
### **During Design Development**

GHS will provide 2-3 schematic designs for Review and approval by County.

GHS will be available for meetings and consultation as needed with County.

Upon selection by the County of the schematic design concept GHS will provide opportunity for 2 refinements of the chosen concept.

GHS will provide digital renderings, digital models and/or physical models as needed to express the design for the County approval.



Upon Approval by the County of concept, GHS will fully develop the final design prior to entering the Fabrication Phase. This development will include full research and development of the methods and materials required for fabrication of the Work, detailed job costing to ensure the Project will stay within budget. GHS and it's consultants will prepare Shop Drawings outlining the fabrication details of the work, utilizing their own California certified engineer-stamped construction documents to ensure the structural integrity of the work, and any other research or development required for approval of the design to move into fabrication.

Upon completion of the design phase, GHS will provide updated schedule to the County and any revisions if needed to payment schedule prior to entering the Fabrication Phase.

#### **During Fabrication Phase**

GHS will provide all materials, labor and project management for complete transcription of the design into the medium or media specified.

GHS will complete the fabrication of the Work in substantial conformity with the Preliminary Design. If GHS believes that changes are required, GHS shall present to the County in writing for further review and approval any significant changes in the scope, design, color, size, material or texture of the Work not permitted by or not in substantial conformity with the approved design. A significant change is any change in the scope, design, color, size, material, texture or location on the site of the Work, which affects installation, scheduling, site preparation or maintenance for the Work.

#### **Shipping and Delivery Phase**

GHS will notify the County in writing when the Work is complete and ready for delivery and installation. If delivery and/or installation cannot proceed for any reason that is not within the control of the Artist, the parties will mutually make arrangements for the storage of the Work as needed.

GHS will make all necessary efforts to secure the work for safe shipping and delivery. The work shall be transported in such a way as to protect the safety of the Work during shipment and to allow for easy handling upon delivery.

#### **Installation**

Upon Approval of the fabricated Work and GHS receives authorization from the County to proceed with installation, GHS will have access to the Site.

WDI, on behalf of the County, will provide to GHS copies of existing designs, drawings, reports needed by GHS in order to install the Work at the Site. WDI and GHS will not take responsibility for any unknown conditions.

GHS will install the Work at the Site in accordance with all architectural plans, and instructions provided by the County, in accordance with the GHS Preliminary Design, and in accordance with all other drawings, reports, plans, specifications or materials furnished by GHS to the County under this Agreement.

Upon installation, GHS will provide the County with written instructions for the appropriate maintenance and preservation of the Work along with product data sheets for any material or finish used.

GHS will advise the County in writing when all work has been fully installed.

The County shall notify GHS of its final acceptance of the work.

#### **Deliverables:**

GHS will attend in-person site visit (assume 1)

GHS will develop 2-3 concepts for initial review

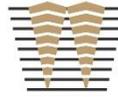
GHS will make up to 2 revisions of chosen concept

GHS will provide cost information of chosen concept

GHS will provide renderings and material samples as needed to convey design intent

GHS will provide California certified engineer-stamped construction documents of chosen concept

GHS will attend concept and review presentations of with County (assume 3 -4)



### Timeline

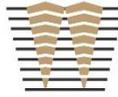
GHS shall make every reasonable effort to complete the Work in accordance with the Project Schedule set forth below, once revised after completion of Design Development.

<b>Design Development</b>	Upon Artist's receipt of executed agreement and Design Development Deposit	<b>8 weeks</b>
<b>Fabrication</b>	Upon Artist's receipt of fabrication deposit	<b>19 weeks</b>
<b>Installation</b>	Upon installation and Client acceptance of the Work	<b>1 week</b>

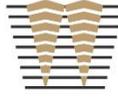
**All additional work will be performed in accordance with the requirements, conditions, & limitations of the original contract unless otherwise stipulated herein.**

### Additional Terms:

- The County will be responsible for all expenses, labor and equipment to prepare the Site for the timely transportation and installation of the Work.
- GHS will work with County to secure any and all required licenses, permits and similar legal authorizations at the County's expense as may be necessary for the preparation of the Site and for the installation of the Work.
- GHS will NOT be providing any electrical or lighting infrastructure. If there is none currently at/to the site and it is not possible for the construction team to include in their scope of work, then there will not likely be any lighting. If there is electrical and conduit to the site, then GHS will include lighting fixtures only, if necessary and agreed upon with County.
- Should additional shipping/delivery costs be incurred due to jobsite conditions that were not made evident to the Artist at the time of this Agreement, or, if the Site Address changes, the County agrees to reimburse Artist in full for any and all additional costs incurred.
- Payment to GHS shall be per the schedule below
- Final acceptance shall be effective as of the date of the County's notification of final acceptance; or the 30th day after the Artist has sent the written notice to the County. Unless the County, upon receipt of such notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services which have not been completed.
- The payment schedule may be revised upon the completion of Design Development. Except as otherwise set forth in this Agreement, the costs and expenses that are required for the performance of the GHS's obligations under this Agreement, including the costs of crating and shipping of the Work will be paid by GHS from the compensation described in this payment schedule.
- If the County requests the GHS to render services not covered by this Agreement or if GHS incurs additional expenses to comply with such request(s), the County will execute a change order setting forth the additional services and expenses therefor. Additional Services requiring a change order include, but are not limited to, changes in the scope of work, changes in the schedule for performing the Work, and changes made after a design is approved.

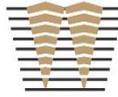


- The cost of a change order will be determined by the amount of work that has been performed that must be either performed again or modified in order to accommodate dimensional revisions or other requested additional services.
- The completion date TBD, shall be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, theft, strikes, labor unrests, shortages of materials, Acts of God, epidemics, pandemics or similar events or in the event that Gordon Huether or any other individual responsible for the design and fabrication of the Work on behalf of the Artist becomes disabled by illness, preventing progress of the Work.
- A pause or delay in the project, greater than 90 days due to County, will require a new schedule to be established and job costing will need to be reviewed as well, to determine if there are any cost implications due to the delay
- Title to the Work shall remain in the Artist's possession until the County has accepted the Work and the Artist has received payment of all compensation due under the Agreement.
- Title to all drawings, photographs, samples, prototypes, mock-ups, models, maquettes, material samples, studies, specifications, and incidental works created by the Artist or its subcontractors in the design of the Work ("Design Materials") shall remain in the Artist's possession at all times. Any Design Materials provided to the County during the term of the Agreement shall be returned to the Artist upon completion of the Work or, upon the earlier termination of this Agreement. However, the Artist agrees that the County may retain two-dimensional copies of the Design Materials solely for information and reference in connection with the County's use of the Work if the County accepts the Work installed by the Artist or fabricates and/or installs the Work pursuant to this Agreement. Any copies of the Design Materials retained by the County shall contain a copyright notice substantially in the following form: Copyright © Gordon Huether + Partners, Inc., date of publication.
- The Design Materials and copies thereof retained shall not be used by the County or others on other projects, for additions to this Project, for completion of this Project by others, or for any other purpose, unless the parties otherwise agree in a writing that provides for appropriate compensation to the Artist
- In the event of termination of this Agreement the Artist shall retain all rights of ownership of the Work, and shall have the right to complete, exhibit, and sell the Work if the Artist so chooses.
- The County acknowledges that the Artist is the owner of all copyright rights and other intellectual property rights in the Work and the Design Materials. The Artist retains all Copyright rights in and to the Work and the Design Materials, all rights of reproduction, and all other copyright interests in and to the Work. This Agreement is not intended to transfer any rights in the Work other than ownership and possession to the County.
- The County agrees that without in any way limiting the rights of the Artist, the Artist may photograph, film, or videotape the interior and exterior of the Project after installation of the Work at a time mutually convenient to both parties for any purpose. The Artist shall use its best efforts to provide a credit to the Client reading substantially, "an original work owned by the County" in any public showing under the Artist's control of any reproduction of the Work created by the Artist.
- In view of the intention that the installed Work shall be unique, the Artist shall not make any additional exact duplicate, three-dimensional reproductions of the installed Work or permit others to do so except with the written permission of the County. However, this Agreement shall not be deemed to prohibit the Artist from reusing the themes, separate elements, and concepts incorporated in the Work in new works so long as any such reuse in new works does not result in a combination, which as a whole constitutes a work substantially similar to the Work.
- The Artist grants to the County a non-exclusive, perpetual, irrevocable and royalty free license to make two dimensional photographs of the Work for non-commercial purposes, such as for use in brochures, media publicity, and exhibition catalogues or other similar publications or for other fundraising or promotional purposes. The County may also create photographic, filmed, or videotaped reproductions



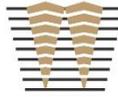
of the Work to appear solely for non-commercial editorial purposes in newspapers, periodicals, books, motion picture films and/or videotaped films. Provided, however, that any publication, distribution, or other use of reproductions of the Work by the County for the purpose of, or with the effect of, obtaining any profit from such use shall be deemed to be a commercial use prohibited by this Agreement unless the Artist otherwise agrees in a written agreement providing for compensation for the Artist.

- All photographic, filmed or videotaped reproductions created by the County of the Work shall identify the Artist and the title to the Work, and shall contain a copyright notice substantially in the following form: Copyright ©, Gordon Huether + Partners, Inc. with the date of installation, and shall identify the location of the original.
- GHS grants to the County the right to use the Artist's name, biography, photograph or likeness in connection with the Work in any manner and in any media, provided that the use is for a non-commercial purpose. The Artist shall have the right to approve in advance any photograph, likeness or biographical information utilized by the County under this Section. The County shall not use the Artist's name or Gordon Huether's name or biography, photograph and/or likeness as endorsing any product, service, organization or cause
- The County grants to the Artist the right to use the County's name for non-commercial purposes in connection with the Work.
- Certain methods, techniques and processes used by the Artist in the fabrication of the Work are considered proprietary information of the Artist. In the event it is necessary to disclose such information to the County, the County agrees to keep such information confidential and agrees not to disclose such proprietary information to any third parties without the consent of the Artist. The County agrees to obtain this same agreement from such third parties to keep such information confidential. The Artist will notify County that information provided to the County is proprietary information by either marking such information "Confidential" or "Proprietary Information" or by informing County of the proprietary nature of the information being supplied. At the completion of the Project, by delivery of the Work to the County and upon acceptance of the Work after delivery, the County shall return all proprietary information in the County possession to the Artist.
- The County shall provide and install, at the County's expense, a plaque on or near the Work, containing a credit to the Artist and identifying the title of the Work. If requested by the Artist, the plaque shall also identify the Fabricator of the Work. The plaque shall contain a copyright notice substantially in the following form: Copyright © Gordon Huether + Partners, Inc., date of installation. If the plaque is to be placed on the Work or on a pedestal holding the Work, placement should be made in consultation with the Artist. The County shall reasonably maintain such plaque and notice in good repair.
- The parties understand that the specific location of the Work and its permanent public installation is integral to this Work and this Agreement. The County agrees to make all reasonable efforts to maintain the integrity of the Work as enhanced by the Site.
- Location: "San Mateo County reserves the right to remove the Work at any point in time, at the County's sole discretion." All other artist rights remain, regarding moving or relocating the art
- GHS shall be notified if the Work is to be relocated from the address. The County shall notify the Artist of any proposed alteration of the site or adjoining area that would affect the intended character and appearance of the Work, and shall consult the Artist in the planning of any such alteration, for which the Artist will receive a reasonable fee.
- If any alteration of such Site or Areas of the Work is made without the express written approval of the Artist, the Artist may elect to enter upon the site, at reasonable hours and after reasonable notification to the County, and at the expense of the County, to remove or obliterate his credit in the work, including but not limited to any signature or other emblem identifying the Artist or the Artist with the Work. This Section shall apply to any alteration of the Site affecting the intended appearance and character of the Work, whether intentional, accidental, with or without the control of the County or otherwise.



- The County will not make any use of the Work in a manner that would reflect unfavorably on the name and reputation of Gordon Huether or the Artist as an artist, or that would violate the spirit of the Work or interfere with the Work's creative intent
- The County agrees that no part of the Work will be separated from the whole. The County agrees that it will not intentionally alter, modify, change, destroy or damage the Work without first obtaining the written approval of the Artist. If any alteration or damage to the Work occurs, the Artist and Gordon Huether shall have the right to disclaim authorship of the Work in addition to any remedies the Artist and Gordon Huether may have in law or equity or pursuant to the Visual Artist's Rights Amendments to the Copyright Law of the United States ("VARA") under this Agreement. Upon written notice, the County shall remove the identification plaque and all attributive references to the Artist at its own expense within fifteen days of receipt of the notice. The Artist and Gordon Huether may take such other action as they may choose in order to disavow the Work.
- The County recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The County shall reasonably assure that the Work is properly maintained and protected, taking into account the instructions of the Artist, and shall reasonably protect and maintain the Work against the ravages of time, vandalism and the elements. The County shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the lifetime of Gordon Huether, the Artist shall have the right to approve all repairs and restorations, provided, however, that the Artist shall not unreasonably withhold approval for any repair or restoration of the Work. If the Artist unreasonably fails to approve any repair or restoration, the County shall have the right to make such repair or restoration. To the extent practical, the Artist, during Gordon Huether's life-time shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the County and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services. All repairs and restorations shall be made in accordance with recognized principles of conservation.
- The rights provided to the Artist and to Gordon Huether are in addition to any rights that the Artist or Gordon Huether may have under VARA.
- The risk of loss or damage to the Work shall be borne by the Artist during fabrication and installation of the Work. The Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance of the installed Work; except that the risk of loss or damage shall be borne by the County prior to final acceptance during such periods of time, if any, as the partially or wholly completed Work is in the custody, control or supervision of the County or its agents for the purposes of transporting, storing, installing or performing any other ancillary services to the Work.
- The Artist warrants that the Work is unique and original and does not infringe on any copyrights, that the Work is solely the results of the artistic effort of the Artist, and that it will be free and clear of any liens.
- The Artist will apply the highest degree of skill to the design and manufacture of the Work. The Artist will use its best efforts to ensure that materials are of the appropriate quality and that all subcontractors, laborers, manufacturers or shippers participating in the creation, handling, or installation of the Work are competent to perform such services based on the typical standard of care for such work and will exercise care and diligence in the execution of their work. The Artist warrants the Work to be free of defects as judged by the Artist and will promptly remedy problems or defects resulting from workmanship within one year of installation at its cost. Notwithstanding the above warranty made by the Artist, it is hereby understood and agreed that the Artist shall not be liable for any loss or damage resulting from the negligence of the County or from the County's failure to maintain and care for the Work.

San Mateo County PS 2  
WDI 15022



**Exclusions:**

The above fees do not include any scope revisions to existing project documents that pertain to design team consultants, including Architectural, Structural, Security, Civil, Electrical, Plumbing, Mechanical, Fire Protection, Signage and Landscape.

GHS will NOT be providing any electrical or lighting infrastructure. If there is electrical and conduit to the site, then GHS will include lighting fixtures only, if necessary and agreed upon with County.

Permit fees, plan check fees and additional approval fees.

**AUTHORIZED BY:**

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Watry Design, Inc. hereby agrees to furnish the above described additional services for the stipulated fees.**

**WATRY AUTHORIZATION:**

Signature: \_\_\_\_\_

Date: 08/06/2020

## Certificate Of Completion

Envelope Id: A86BC18AEF024A04B2540F93ABF64C48	Status: Completed
Subject: Please DocuSign: P27P1-Watry CO 14 (WDI 17)-20200910 For BoS Approval.v2.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jasmine Gao
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1402 Maple Street
	Redwood City, CA 94063-1662
	jgao@smcgov.org
	IP Address: 76.126.67.80

## Record Tracking

Status: Original 9/10/2020 2:22:25 PM	Holder: Jasmine Gao jgao@smcgov.org	Location: DocuSign
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## Signer Events

FRANCISCO NAVARRO  
fnavarro@watrydesign.com  
Security Level: Email, Account Authentication (None)

## Signature

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Signature Adoption: Drawn on Device  
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ID: 85bc71bc-f27b-41e2-bd53-66b5551f9180

Jasmine Gao  
jgao@smcgov.org  
Capital Project Manager  
Project Development Unit  
Security Level: Email, Account Authentication (None)

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EB328906F8074D4...

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Adam Ely  
aely@smcgov.org  
Director PDU  
Project Development Unit  
Security Level: Email, Account Authentication (None)

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tylor middlestadt c_tmiddlestadt@smcgov.org Project Development Unit Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 9/10/2020 3:19:53 PM
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Angie Hyde ahyde@smcgov.org Project Development Unit Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 9/10/2020 3:19:54 PM
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karen rodgers krodgers@smcgov.org Administrative and Fiscal Manager Project Development Unit Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 7/8/2020 11:55:45 AM ID: 1b906cdc-eed1-4d4a-80cf-22c9824714b1	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 9/10/2020 3:19:55 PM
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Sam Lin slin@smcgov.org Assistant Director Project Development Unit Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 9/10/2020 3:19:56 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/10/2020 3:19:56 PM
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Completed	Security Checked	9/10/2020 3:19:56 PM

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [c\\_dgriffiths@smcgov.org](mailto:c_dgriffiths@smcgov.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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