

Inter-Departmental Correspondence

Date: May 17, 2001

Board Meeting Date: June 5, 2001

TO: Honorable Board of Supervisors

FROM: Neil R. Cullen, Director of Public Works

SUBJECT: Amendment to Agreement for Architectural Services, Youth Crisis/Residential Care Facility Project – Redwood City Area (Project No. P1Y01)

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Jacobson-Silverstein-Winslow; Architects (Jacobson) which extends the length of time for Jacobson to provide architectural services related to the construction of the Youth Crisis/Residential Care Facility at the Cordilleras site

Previous Board Action

Executed an agreement with Jacobson to perform full service architectural consultation services for the Youth Crisis/Residential Care Facility at the Cordilleras site

Key Facts

- 1 An extension of time is necessary as the project was delayed and will not be completed within the 22-month time period established in the original agreement with Jacobson
- 2 The proposed amendment also includes the most recent “non discrimination” language as approved by your Board

Discussion

Jacobson entered into an agreement with the County on May 4, 1999, to provide complete architectural services for the Youth Crisis Facility that is currently under construction. However the project was initially delayed in obtaining the necessary building permits and approvals from the State Fire Marshal, and construction was delayed until the permanent fire station that was replacing the temporary station located on the site was completed.

Honorable Board of Supervisors

Subject: Amendment to Agreement for Architectural Consultation, Youth
Crisis/Residential Care Facility Project – Redwood City Area
(Project No. P1Y01)

May 17, 2001

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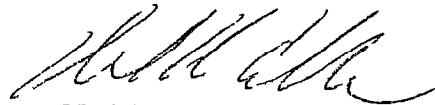
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We estimate the project will be completed late this year and are recommending that the amendment extend the time for architectural services until December 31, 2001. This will insure that the architect is available to review the construction and provide the “as built” plans for the project.

Fiscal Impact

There is no increase in cost associated with this proposed amendment.

A form of resolution and amendment to the agreement has been approved by County Counsel and Jacobson as executed the amendment.



Neil R. Cullen
Director of Public Works

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cc. Milt Mares, County Counsel
Murray Silverstein, JSW Architects
Michael Jackson, Principal Civil Engineer, Construction Management
Jerry Okada, Project Manager

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

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**Resolution Authorizing Execution of Amendment No. 1 to the Agreement for Architectural Services in Connection with the Youth Crisis/Residential Care Facility
Redwood City Area
(Project No. P1Y01)**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on May 4, 1999, this Board authorized the execution of an agreement with Jacobson-Winslow-Silverstein, Architects (Architect), for architectural services for the Youth Crisis/Residential Care Facility (project), and

WHEREAS, the project has not been completed within said time, and

WHEREAS, it is necessary and desirable to extend the agreement with the architect and revise the non-discrimination clause contained in said agreement; and

WHEREAS, there has been presented to this Board a form of amendment to said Agreement and this Board has considered same

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board be and is hereby, authorized and directed to execute said amendment to the agreement for and on behalf of the County of San Mateo, and the Clerk of the Board be and is hereby, authorized to attest to said Agreement and affix the corporate seal of the County of San Mateo

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FIRST AMENDMENT TO THE AGREEMENT

FOR ARCHITECTURAL SERVICES

IN CONNECTION WITH THE CORDILLERAS COMMUNITY TREATMENT FACILITY IN SAN MATEO COUNTY

This Amendment to Agreement, made and entered into this 18th day of MAY, 2001, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called the COUNTY, and JACOBSON-SILVERSTEIN-WINSLOW, ARCHITECTS, hereinafter called CONSULTANT.

WITNESSETH:

WHEREAS, on May 4, 1999, the parties hereto entered into an Agreement for Architectural Services on a Community Treatment Facility in the Redwood City area; and

WHEREAS, it is necessary to request an extension of time,

NOW, THEREFORE, the COUNTY and the CONSULTANT (Architect) agree to amend the agreement as follows:

- 1. Exhibit "A", Section 4. Architect's Responsibility, Paragraph 4 01 Completion Date, which reads as follows

Architect shall complete performance of all services and duties for the completion and delivery of all bid documents required to be performed by Architect under this Agreement so that construction will be completed within a twenty-two (22) month time period from the Notice to Proceed. Every effort shall be made by the Architect to improve or compress this schedule when possible. A Project schedule shall be prepared by the Architect not later than seven calendar days after approval of this Agreement. The Schedule shall include periods of approvals by the County and other applicable agencies. Architect shall not be responsible for time delays, which are beyond his control, such as county Planning review and review by applicable outside agencies.

Shall be revised to delete the words, **twenty-two (22) month** and read as follows:

Architect shall complete performance of all services and duties for the completion and delivery of all bid documents required to be performed by Architect under this Agreement so that construction will be completed by **December 31, 2001**. Every effort shall be made by the Architect to improve or compress this schedule when possible. A Project schedule shall be prepared by the Architect not later than seven calendar days after approval of this Agreement. The Schedule shall include periods of approvals by the County and other applicable agencies. Architect shall not be responsible for time delays, which are beyond his control, such as county Planning review and review by applicable outside agencies.

2. Agreement, Section 4.2 Non-Discrimination, which reads as follows:

CONSULTANT, with regard to the work performed under this Agreement, shall not discriminate on the grounds of race, religion, color, national origin, sex, or age in the selection of CONSULTANT'S employees or in the retention of sub-contractors, including procurement of materials and leases of equipment. The CONSULTANT shall use its good faith efforts to optimize minority participation under this Agreement

Paragraph shall be deleted and the Section shall read as follows:

Non-Discrimination No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veterans status. CONSULTANT shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Sub consultants under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the CONSULTANT to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the CONSULTANT from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to i) examine CONSULTANT'S employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to CONSULTANT'S under the Contract or any other Contract between CONSULTANT and COUNTY.

CONSULTANT shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified CONSULTANT that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. CONSULTANT shall provide County with a copy of its response to the Complaint when filed.

In all other respects, the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have affixed their signature the day and year first above written.


COUNTY OF SAN MATEO

By _____
President, Board of Supervisors
"COUNTY"

ATTEST:

Clerk of the Board

Jacobson Silverstein Winslow, Architects



"CONSULTANT"