



SECOND AMENDMENT TO AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

RGM AND ASSOCIATES

FOR

REHABILITATION OF SAFE HARBOR SHELTER

FOR THE PERIOD

4/1/2006 to 6/30/2007

Contact Person: Norman Pascoe
Telephone number: (650) 802-5008

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
RGM AND ASSOCIATES**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and RGM and Associates, 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, using AIA Document A101-1997, on May 9, 2006, the parties entered into an Agreement regarding the rehabilitation of Safe Harbor Shelter (the "Original Agreement"); and

WHEREAS, on December 12, 2006, under the First Amendment to this Agreement, the Contract Sum was increased to \$1,521,985.00 (the "Current Agreement"); and

WHEREAS, the parties wish to further amend the Current Agreement.

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

1. Article 4, paragraph 4.1, of the Current Agreement is amended to read as follows:

§ 4.1 The owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Six Hundred Forty Thousand, Seven Hundred Fifty One & no/100 (\$1,640,751.00), subject to additions and deductions as provided in the Contract Documents.

2. Article 7, paragraph 7.6 of the Current Agreement is amended to read as follows:

§ 7.6 Any other provision of the Contract Documents notwithstanding, the Work, shall include, all of the Change Order work as shown in Exhibit F. The total pricing for the Change Order Work is as shown on Exhibit F. The County's approval and agreement to the final pricing and documentation for each Change Order shown shall be subject to the substantive approval of the County Manager and the approval of the County Counsel as to form.

3. **Except as modified herein, all other terms and conditions of the Current Agreement shall remain in full force and effect.**

EXHIBIT F

Change Order 1 – (debit) Water Line (void)	\$0
Change Order 2 – (debit) For Risk Insurance:	\$1,047
Change Order 3 – (credit) Omit Laundry Area:	(\$4,746)
Change Order 4 – (debit) Owner delay in issuance of Notice to Proceed:	\$115,939
Change Order 5 – (debit) Sound batt insulation	\$1,621
Change Order 6 – (debit) Underfloor work	\$10,300
Change Order 7 – (debit) Mezzanine Ceiling height	\$12,399
Change Order 8 – (debit) Floor joists/footings	\$9,468
Change Order 9 – (debit) Bed mock-ups	\$4,046
Change Order 10 – (debit) Additional light sconces	\$973
Change Order 11 – (debit) Replace lighting (void)	\$0

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Change Order 1 through 11 Balance	\$151,047
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Change Order 12 – (debit) Additional Painting (sleeping area)	\$4,278
Change Order 13 – (debit) Additional Painting (duct work)	\$1,632
Change Order 14 – (debit) Required fire alarm system drawings	\$4,297
Change Order 15 – (debit) Soffit in the lounge area	\$3,433
Change Order 16 – (debit) Fence/Gate in food preparation area	\$2,674
Change Order 17 – (debit) Expedited schedule costs	\$18,326
Change Order 18 – [void] Additional wall brackets	\$0
Change Order 19 – (debit) Chair lift/Mezzanine additional costs	\$3,584
Change Order 20 – (debit) Light fixture relocation costs	\$1,189
Change Order 21 – (debit) Additional light sconces	\$2,147
Change Order 22 – [void] Safety treads	\$0
Change Order 23 – [void] Asphalt overlay	\$0
Change Order 24 – (debit) Rear handrail	\$6,667
Change Order 25 – (debit) Portable toilets	\$3,518
Change Order 26 – (debit) Metal roof curbs	\$2,985
Change Order 27 – (debit) Fire sprinkler modifications	\$4,412
Change Order 28 – (debit) Privacy screen	\$4,448
Change Order 29 – (debit) Ramp sill plate	\$5,951
Change Order 30 – (debit) Duct work	\$2,396
Change Order 31 – (debit) Misc. finish work	\$8,479
Change Order 32 – (debit) Fire alarm fees	\$502
Change Order 33 – (credit) Eliminate solid core	(\$2,620)
Change Order 34 – (debit) Additional full time super	\$12,999
Change Order 35 – (debit) Additional project management	\$12,878
Change Order 36 – [void] Landscaping	\$0
Change Order 37 – (debit) Interior cabling	\$9,504
Change Order 38 – (debit) Interior signage	\$4,669
Change Order 39 – (credit) Eliminate planter fill from scope	(1,104)
Change Order 40 – (debit) Additional night lights	\$2,063
Change Order 41 – (credit) Eliminate striping from scope	(\$540)
Change Order 3 adjustment – (credit) Food prep fiscal correction	(\$1)
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Change Order 12 through 41 Balance	\$118,766

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

RGM AND ASSOCIATES

Contractor's Signature

Print Name and Title

Date: _____