

**FIRST AMENDMENT TO THE AGREEMENT**

**FOR ARCHITECTURAL SERVICES**

**IN CONNECTION WITH THE Receiving Home at the San Mateo County Youth Services Center in San Mateo**

This Amendment to Agreement, made and entered into this 19<sup>th</sup> day of May 2009, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called the COUNTY, and KMD Architects and Planners, P.C., hereinafter called CONSULTANT.

WITNESSETH:

**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**, on June 20, 2006, the parties hereto entered into an Agreement for Architectural Services for a Receiving Home at the San Mateo County Youth Services Center in San Mateo; and

**WHEREAS**, County and Consultant have determined that the agreement of June 20, 2006 should be amended to reflect additional services provide by Consultant, and additional payment for those services by County.

**NOW, THEREFORE**, it is hereby agreed as follows:

1. Section 8.01 of Article 8 of the Agreement is amended to read as follows:

8.01 Basic Fee. County agrees to pay consultant a base fee consisting of a fixed fee in the amount of \$269,300 (a fee based on actual labor hours expended and expenses incurred in accordance with the fee schedule attached as Attachment "C" up to a guaranteed maximum amount of \$269,300, Two hundred sixty-nine thousand three hundred dollars), for and in consideration of the faithful performance of services and duties required to be performed by Consultant under this Agreement and reimbursable expenses not to exceed an allowance of \$9,000 (nine thousand) for a total contract amount of \$278,300 (Two hundred seventy-eight thousand three hundred dollars).

An additional fee shall be added to this agreement in the amount of \$24,022.00 in consideration additional services provided by Consultant in accordance with attached KMD Architects letter date 4 December 2008 (Exhibit "J").

Total contract shall in no event exceed a total maximum of \$302,322.00 (Three hundred two thousand, three hundred twenty-two dollars).

2. Section 12.02 of Article 12 of the Agreement is hereby amended to read as follows: .

**Exhibits.** The following exhibits are a part of this Agreement:

- A. Exhibit "A": Schematic Design documents [Article 1.01]
- B. Exhibit "B": Consultant's Proposal. [Article 4.01]
- C. Exhibit "C": Consultant's Hourly Rates. [Article 5.03 and Article 8.01]
- D. Exhibit "D": Equal Benefits Ordinance [Article 4.06]
- E. Exhibit "E": Equal Benefits Compliance Declaration Form [Article 4.06]
- F. Exhibit "F": Site Survey [Article 4.13]
- G. Exhibit "G": Geotechnical Investigation Report [Article 4.13]
- H. Exhibit "H": Geologic and Seismic Hazards Assessment Report [Article 1.05/ 4.13]
- I. Exhibit "I": Receiving Home Drawings, Bldg 14 (for reference only)
- J. Exhibit "J": Additional Service Fee Proposal, 4 Dec 08

- 3. Exhibit "J," a letter from KMD Architects dated 4 December 2008 is attached hereto and is incorporated by reference in this agreement.
- 4. In all other respects, the June 20, 2006 Agreement shall remain the same and in full force and effect.

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

COUNTY OF SAN MATEO

By

\_\_\_\_\_  
Mark Church, President  
Board of Supervisors

"COUNTY"

ATTEST:

\_\_\_\_\_  
Clerk of the Board

KMD Architects and Planners

  
\_\_\_\_\_  
"CONSULTANT"

K M D

K M D A R C H I T E C T S A N D P L A N N E R S , P . C .

421 SW 6TH AVE, SUITE 1300 PORTLAND, OR 97204 PHONE:503/221-1474 FAX: 503/227-0762

30 April 2009

Mr. Jerry Okada, Building Project Manager  
 Department of Public Works  
 County of San Mateo  
 555 County Center  
 Redwood City, CA 94063-1665

Project: San Mateo County Children's Receiving Home (KMD Project 828-301)

Subject: Additional Service Fee Proposal

Dear Mr. Okada,

KMD requests consideration by San Mateo County for Additional Services performed as follows:

Description	Amount
1. Drainage improvements and washout repair at the road west of the project site. Owner requested services for BKF Civil Engineers and KMD.	\$ 1,150.00
2. Site Drainage Improvements: BKF Civil Engineers received compensation for the site drainage component of earlier work, however KMD was not. This request is for compensation for KMD's additional work.	\$ 855.00
3. ADD drains to crawl space of receiving home. Owner requested change for BKF Civil Engineers and KMD	\$ 2,390.00
4. ADD security cameras with conduit and conductions. Owner requested change for GLUMAC Engineers and KMD	\$ 1,210.00
5. REVISE Power Outlet Locations. Owner requested change for GLUMAC Engineers and KMD.	\$ 993.00
6. Multiple and conflicting plan reviews from the Phillips Group and the California State Fire Marshall consumed hours not anticipated in the original fee proposal.	\$17,424.00
Total Additional Services This Request	\$ 24,022.00

If you require clarification of any of these items, please don't hesitate to contact me.

With kind regard,

KMD Architect and Planners, PC



Thomas Gross, Director

Cc: V. Almon, J. LeBlanc, Leonie S., File 1.2.1C