

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HELLMUTH, OBATA & KASSABAUM, INC
FOR COUNTYWIDE SPACE UTILIZATION AND
MASTER PLANNING SERVICES FOR SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hellmuth, Obata & Kassabaum, 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 Countywide Space Utilization and Master Planning services on August 25, 2009; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the contract to increase the scope of services to include analysis of Jail goals and site evaluation criteria, develop jail site alternatives, document findings and recommendations, prepare concept sketches of Jail, and participate in public presentations and community outreach.

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

1. Section 1 of the agreement is hereby amended to read as follows:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C – Contractor Schedule

Exhibit D—Additional services for Government Center site with new jail component, and payment for those additional services

Attachment H—HIPAA Business Associate Requirements Checklist

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

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

2. Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibits “B” and “D” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits “A” and “D”.

3. Section 3 of the Agreement is hereby amended to read as follows:

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County reasonably and in good faith determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Five hundred nineteen thousand five hundred dollars (\$519,500.)

4. All other terms and conditions of the agreement dated August 25, 2009, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____

Mark Church

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

HELLMUTH, OBATA & KASSABAUM, INC

Contractor's Signature

Date: _____