

**AMENDMENT 02 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KRJ DESIGN GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 13th day of February 2024,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KRJ Design
Group, 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 with KRJ Design Group, Inc. for on-call space planning, design, coordination, and consultation services for various County Capital projects in the amount not to exceed \$100,000 on May 22, 2022; and

WHEREAS, the department amended the Agreement to revise Exhibit B "Fee Schedule and terms" and increase the contract value by \$99,000 for a new not to exceed amount of \$199,000.

WHEREAS, the parties wish to amend the Agreement to revise Exhibit B "Fee Schedule and terms" and increase the contract value by \$300,000 for a new not to exceed amount of \$499,000.

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

1. Section 3 "Payments" of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED NINETY-NINE THOUSAND DOLLARS AND NO CENTS (\$499,000.00)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the

amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Replace original Exhibit B “Fee Schedule and Terms” with Revised Exhibit B “Fee Schedule and Terms”.

HOURLY FEE SCHEDULE

Principal	\$180 per hour
Project Architect	\$160 per hour
Sr. Designer / Project Manager	\$150 per hour
Space Planner	\$130 per hour
Admin Support	\$75 per hour

Reimbursables: Billed at Cost + 10%

Rates remain effective as of January 1, 2022, through 1, 2024, as per original agreement dated 5/11/2022.

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County shall process Contractor invoice upon receipt of approved invoice in the County’s Accounting Department. A written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges must be provided along with any documentation verifying the work billed or hours billed are required along with the invoice.

Effective November 2022, when submitting invoices, Contractor is required to submit supporting documents along with approved invoices. Adequate supporting documents include, among others: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of documents required to support/verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. Any additional work requested outside of the contract or authorized rates and scope of work can only be billed with proper written County approval, contractor’s proposal on the additional requested work, and all necessary backup documentation.

The approved total not-to-exceed amount shall be FOUR HUNDRED NINETY-NINE THOUSAND DOLLARS AND NO CENTS (\$499,000.00) over the term of this agreement.

All invoices are to be forwarded electronically to:

pdu_invoices@smcgov.org or mailed directly to:

Project Development Unit
555 County Center, 2nd Floor
Redwood City, CA 94063

Invoices not properly submitted according to this contract may result in delay of payment to contractor.

Fingerprinting (If Applicable)

Potential staff are required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Potential staff shall follow the directions provided by the Project Development Unit to complete this process and will not begin work in a county facility until they have been officially notified in writing by the Project Development Unit that they have received background clearance.

Background Clearance (If Applicable)

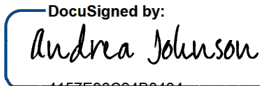
Contractors will be required to provide a list of names of each proposed employee to the Project Development Unit 30 days prior to the assignment of any employee. The cost of the Department of Justice clearance is the responsibility of the Contractor. Contract employees will not be permitted to begin work prior to DOJ clearance and received County issued card key badge. Failure to do so will result in the immediate removal of contractor's employee. Contractor is responsible for maintaining proper security clearance for each employee throughout the duration of this agreement and will notify the County within 24 hours of learning of any arrest or detainment of an employee.

3.

All other terms and conditions of the agreement dated May 11, 2022, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: KRJ Design Group, Inc.

<div>DocuSigned by:  4157E90C24B0434...</div>	Jan-29-2024 09:20 PST	Andrea Johnson
Contractor Signature	Date	Contractor Name (please print)

For County:

Purchasing Agent Signature	Date	Purchasing Agent Name (please print)
County of San Mateo		County of San Mateo
(Department Head of Authorized Designee)		(Department Head of Authorized Designee)