

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20 ____, 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 on July 1, 2016 for design and space planning services for the term of July 1, 2016, through June 30, 2017, in an amount not to exceed \$50,000; and

WHEREAS, the parties wish to amend the Agreement to include additional design and space planning services, increasing the contract's maximum obligation by \$165,000 to a new maximum of \$215,000.

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 herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." The County reserves the right to withhold payment if the County 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 TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000).

2. Original Exhibit A is replaced with Revised Exhibit A1, attached hereto.
3. Original Exhibit B is replaced with Revised Exhibit B1, attached hereto.
4. **All other terms and conditions of the agreement dated July 1, 2016 between the County and Contractor shall remain in full force and effect.**

*** SIGNATURE PAGE FOLLOWS ***

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

COUNTY OF SAN MATEO

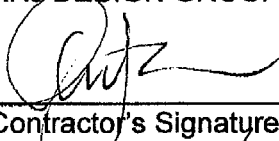
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

KRJ DESIGN GROUP, INC.



Contractor's Signature

Date: 5/8/17

EXHIBIT A1

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

Upon the request from designated staff from San Mateo County Health System, contractor shall provide the following services:

I. Scope of Work

Contractor will provide space planning, workstation evaluation, and design projects for all Divisions of the Health System as authorized by the Chief of the Health System. Tasks and assignments may include:

- A. Speaking with County staff members to determine needs and requirements for current and future projects with compliance to federal, state, and local laws pertaining to workspace regulations.
- B. Providing information to County staff about ergonomic furnishings, office space regulations, filing, and storage needs.
- C. Preparing preliminary floor plan layouts.
- D. Coordinating with San Mateo County Public Works and Information Services departments to determine wiring and electrical needs. Survey the affected areas by identifying new and existing electrical connections within the floor plans.
- E. Coordination with applicable local, state and federal jurisdictions, as well as assisting in regulatory permit acquisition for a variety of projects within the County.
- F. Reviewing floor plans with updates and changes by indicating panel sizes, electrical symbols, and providing multiple floor plan layouts.
- G. Assisting in reconfiguration and relocation of existing Pleion workstations.
- H. Proposing additional use of Pleion workstations in areas where space may be limited.
- I. Evaluating existing furnishings to reuse whenever possible and giving recommendation of new product as needed

- J. Forward most necessary information pertaining to equipment/Pleion/furniture to corporate environments and/or other vendor(s) as designated by the County

II. Goals and Objectives

GOAL: To complete all requested designs for space configuration by due dates agreed upon by both parties.

OBJECTIVE: Contractor will complete 100% (or 15) of designs requested by June 30, 2017.

EXHIBIT B1

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:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Schedule of Hourly Rates

County shall pay Contractor at a rate between SIXTY FIVE and ONE HUNDRED AND EIGHTY FIVE DOLLARS (\$65.00-\$185.00) per hour for services rendered and reimbursement for direct project expenses including travel, printing, and delivery as agreed upon in advance. (Break down listed below)

Schedule of Hourly Rates	
Principal	\$185 per hour
Senior Architect	\$150 per hour
Senior Designer	\$135 per hour
Project Designer	\$90 per hour
Admin Support	\$65 per hour

B. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000). There is to be no minimum amount of guaranteed work for the duration of this Agreement.

- C. Design and Space Planning Services Amount Breakdown per Division of the Health System:
1. All Divisions of the Health System (excluding Behavioral Health and Recovery Services)
Total Amount: \$145,000
 2. Behavioral Health and Recovery Services
Total Amount: \$70,000
- D. County shall reimburse Contractor for one-way transportation costs. (See Travel and Reimbursement County Policy for details).
- E. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- F. In the event this Agreement is terminated prior to June 30, 2017, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- G. Monthly Invoice and Payment
1. Contractor shall invoice County on or before the tenth (10th) working day for the month. The invoice shall clearly summarize the hours and amount for each division of the Health System completed for the prior month.
 2. Payment by County to Contractor shall cover all costs of Contractor to include but not limited to telephone expenses, completion of all trainings, completion of paperwork, and travel expenses.
 3. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment.

Invoices are to be sent to:

County of San Mateo
Health Administration
Attention: Joshua Andres
225 37th Avenue
San Mateo, CA 94403

H. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

I. Invoice Certification

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the invoice.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____"