



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name:	Amendment No:
84700-20-D010	EDGAR LOPEZ & ASSOCIATES, LLC	004

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount			
Original Amount:	\$47,500		
Amendment 1 Amount:	\$99,000		
Amendment 2 Amount:	\$195,000		
Amendment 3 Amount:	\$315,000		
Current Amount:	Addition or Reduction:	New Total:	
\$315,000	\$900,000	\$1,215,000	
Agreement Term			
Original Start Date:	4/1/2020	Original End Term:	3/31/2023
Amendment 1 Start Date:	NO CHANGE	Amendment 1 End Date:	NO CHANGE
Amendment 2 Start Date:	NO CHANGE	Amendment 2 End Date:	NO CHANGE
Amendment 3 Start Date:	NO CHANGE	Amendment 3 End Date:	NO CHANGE
Amendment 4 Start Date:	NO CHANGE	Amendment 4 End Date:	3/31/2024

Paragraph Changes:

PARAGRAPH 3 PAYMENTS
 PARAGRAPH 4 TERM
 PARAGRAPH 17 PAYMENT OF PERMITS/LICENSES
 PARAGRAPH 18 REIMBURSEABLE TRAVEL EXPENSES
 EXHIBIT A
 EXHIBIT B

**AMENDMENT FOUR TO AGREEMENT 84700-20-D010
BETWEEN THE COUNTY OF SAN MATEO AND
EDGAR LOPEZ AND ASSOCIATES, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of November 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Edgar Lopez and Associates, LLC, hereinafter called "Contractor" or ELA, LLC;

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 constructability review and project management services on March 1, 2020; and

WHEREAS, the parties wish to amend the Agreement Section 3 Payments, and Section 4 Term; and

WHEREAS, the parties wish to add to the Agreement Section 17 Payment of Permits/Licenses, Section 18 Reimbursable Travel Expenses, and Section 19 Prevailing Wage; and

WHEREAS, the parties wish to amend the Agreement to the terms in Exhibit A and Exhibit B.

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

1. Section 3 "Payments" of this agreement is deleted in its entirety and replaced 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 ONE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$1,215,000.00). If 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. Section 3 “Terms” of this agreement is deleted in its entirety and replaced as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2020, through March 31, 2024.

3. Section 17 of the agreement is added to read as follows:

Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

4. Section 18 of the agreement is added to read as follows:

Reimbursable Travel Expense

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. “Local Travel” means travel entirely within a fifty-mile radius of the Contractor’s office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor’s use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage

reimbursement rate.

- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States (“CONUS”) rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term ‘CONUS’). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
 - f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, “economy-plus,” or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
 - g. Travel-related expenses are limited to airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
 - h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.
5. EXHIBIT A dated 3/1/2020 is replaced with Exhibit A (Revised 11/9/2021).
 6. EXHIBIT B dated 3/1/2020 is replaced with Exhibit B (Revised 11/9/2021).

7. All other terms and conditions of the agreement dated March 1, 2020 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: EDGAR LOPEZ & ASSOCIATES, LLC

DocuSigned by: <i>Edgar Lopez</i>	01-Nov-2021 20:43 PDT	Edgar Lopez
Contractor Signature	Date	Contractor Name (please print)



COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A (Revised 11/9/2021)

In consideration of the payments set forth in Exhibit B, Contractor shall provide various services related to county capital projects and operations, as directed by the Project Development Unit (PDU) or its representatives. These services may include, but are not limited to:

Scope of Work:

On-call consulting services regarding public works construction projects and administration of such projects including but not limited to construction management, value engineering, facilitation of meetings and educational training, project assessment, project team assessment, review of internal controls and processes, claim evaluations, and other high-level public construction and administration consulting work.

Amount and Method of Payment:

Contractor shall be entitled to payments in consideration of work performed in the amount not to exceed of \$1,215,000.00 based on professional fees set forth in Exhibit B.

Exhibit B (Revised 11/9/2021)

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:

Amount and Method of Payment

Three hundred Fifty dollars (\$350.00) per hour.

County shall pay Contractor within 30 days upon receipt in County Accounting Department, of a written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges.

The approved total not-to-exceed amount shall be ONE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$1,215,000.00) over the four-year term of this agreement.

Invoices are to be submitted to:

pdu_invoices@smcgov.org

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

Expenses

Eligible work-related expenses will be authorized by the Project Development unit in its discretion and billed at cost. Travel costs will not be reimbursed without express advance written approval and are otherwise considered incorporated into the hourly rate.

County of San Mateo ~ 3-Yr Waiver Request to Contract Compliance Committee

This request is for a New contract Amendment

FROM: Angie Hyde	DATE: 11/9/2021
DEPARTMENT: CMO / PDU	Contractor Number: 12300-20-D010
Contractor Name: EDGAR LOPEZ & ASSOCIATES, LLC	

What was selection process for the original purchase?

3 written quotes RFP Non-competitive Other (explain below)

SOLE SOURCE

Original Contract Start Date 4/1/2020	Original Contract End Date 3/31/2023	New End Date with Amendment 3/31/2024
Amendment Number 004	Original Contract Value \$47,500	New Contract Value w Amendment \$1,215,000

Explain the funding source below for full term of the contract. Include this amendment if applicable.

PROJECT BUDGETS

Why is it in the County's best interest to execute this contract for over three years?

<input checked="" type="checkbox"/> Project will not be completed within three years	<input type="checkbox"/> It is a grant, co-operative purchase, or agreement with another public agency
<input type="checkbox"/> Temporary amendment pending new contract	<input type="checkbox"/> Better price with longer contract term
<input type="checkbox"/> Will become part of County infrastructure	<input type="checkbox"/> Other

Explain in more detail below why a contract longer than 3 years is in the County's best interest. If this is an amendment, explain how it was determined that the price is still fair and reasonable.

It would be beneficial for the County of San Mateo to extend the current contract with Edgar Lopez & Associates, LLC until construction on the foregoing projects are completed. Changing service providers would reduce efficiency, create discontinuity, and likely increase costs of service provision. The County has been pleased with the level of service, professionalism, and flexibility shown by the vendor. Given the foregoing, an agreement longer than 3 years is in the best interest of the County.

BELOW THIS LINE FOR CONTRACT COMPLIANCE COMMITTEE ONLY

APPROVED **NOT APPROVED**

DocuSigned by:

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Jas Sandhar, County Procurement Manager

DATE: 01-Nov-2021 | 15:20 PDT