

**AMENDMENT TWO TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CAPITAL PROGRAM MANAGEMENT, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 13<sup>th</sup> day of August 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Capital Program Management, Inc., hereinafter called "Contractor";

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, the parties entered into an Agreement with Capital Program Management, Inc. for on-call construction management services on January 4, 2023, for professional project management services on multiple construction projects in the amount not to exceed \$400,000; and

WHEREAS, the parties amended the Agreement Exhibit B to clarify the maximum billable hours in a week (effective May 2023) and clarify travel reimbursement; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum fiscal obligation by \$350,000 for a new not to exceed contract value of \$ 750,000 and extend the term from January 04, 2025 to June 30, 2025; and

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

Exhibit B – added language (*Effective 7/1/2024*)

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 SEVEN HUNDRED FIFTY THOUSAND AND NO CENTS (\$750,000.00). 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 times of contract termination or expiration. Contractor is not entitled to payments for work not performed as required by this agreement.

**Exhibit B: Updated Rate Sheet**

**County of San Mateo  
Project Development Unit  
Schedule of Hourly Rates**

		2024	2025
PIC	Program Director	\$222	\$222
	Vice President	\$222	\$222
	Principal-In-Charge	\$222	\$222
Program & Construction Management	Program Director	\$222	\$222
	Senior Construction/Project Manager	\$222	\$222
	Construction/Project Manager	\$197	\$197
	Assistant Construction/Project Manager/	\$171	\$171
	Field Engineer/Program Coordinator II	\$151	\$151
	Field Engineer/Program Coordinator I	\$108	\$108
	Senior Estimator	\$197	\$197
	Estimator	\$151	\$151
	Senior Scheduler	\$197	\$197
	Scheduler	\$151	\$151
	Administrative Support / Clerical	\$64	\$64
Budget & Accounting	Director of Budget & Accounting	\$222	\$222
	Budget & Accounting Manager	\$207	\$207
	Senior Budget Analyst	\$197	\$197
	Budget Analyst	\$151	\$151
	Asst. Budget Analyst	\$113	\$113
Contract Management	Director of Contract Management	\$222	\$222
	Senior Contract Manager	\$207	\$207
	Contract Manager	\$197	\$197
	Contract Administrator	\$171	\$171
	Assistant Contract Administrator	\$113	\$113

Pre-approved reimbursable expenses are reprographics and postage. All other reimbursable expense must have County’s prior approval and upon request for reimbursement all documentation and receipts of reimbursable expense requests must be provided to the County of San Mateo.

**Reimbursement Requirements**

All reimbursements are on an actual cost basis without markup. When invoicing for reimbursement costs, back up shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on the tasks, and a description of task (“Detailed Back up”). Use of subcontractors, with required authorization in writing, must also be provided in the “detailed backup” of invoicing services rendered.

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 SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00) over the two-year term of this agreement

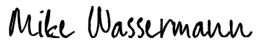
**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the beginning of January 4, 2022, though, June 30, 2025.

- 2. All other terms and conditions of the agreement dated 1/4/2022, 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:** Capital Program Management, Inc.

<p>DocuSigned by:    <small>7023A5EC607F4DD...</small>          Contractor Signature</p>	<p>Jul-22-2024   14:34 PDT          _____          Date</p>	<p>Mike Wassermann          _____          Contractor Name (please print)</p>
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**For County:**

COUNTY OF SAN MATEO

Resolution No. 080566

By:  
President, Board of Supervisors, San Mateo County

Date: August 13, 2024

ATTEST:

By:  
Clerk of Said Board