

**AMENDMENT THREE TO AGREEMENT 84700 17 R075043  
BETWEEN THE COUNTY OF SAN MATEO AND  
TAYLOR DESIGN**

THIS 3<sup>rd</sup> AMENDMENT TO THE AGREEMENT, entered into this 15th day of November 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Taylor Design 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 architect and engineering services on April 6, 2017; and

WHEREAS, the parties executed the 1<sup>st</sup> Amendment dated March 30, 2018 to subject agreement on April 16, 2018

WHEREAS, the parties executed the 2<sup>st</sup> Amendment dated August 29, 2019 to subject agreement on September 10, 2019

WHEREAS, the County and the Contractor wish to amend (Amendment #03) the agreement to adjust New Admin and Link Building schedule of values and total contingency amount available. This amendment does change the total contract value. Adjustment to New Admin and Link Building schedule of values is required to incorporate the construction administration fee credit for mechanical, electrical and plumbing scopes. The project contingency value is increased to balance the total contract value.

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

1. Change Order #05 dated October 31, 2019 and executed on November 06, 2019 is hereby deleted in its entirety thru this amendment #03.
2. Exhibit B as amended thru Amendment #02 is hereby deleted in its entirety and replaced with following:

**Exhibit B**

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.

*OSPHD Compliance Facilitation - \$40,160*

*Nursing Tower Ground Floor Renovation - \$1,901,905*

Breakdown of Nursing Tower Ground Floor Renovation is as follows:

Pre-Design - \$102,582

Schematic Design - \$271,065

Design Development - \$412,067

Construction Documents - \$638,096

Permitting - \$84,483

Bidding - \$43,925  
Construction Administration - \$349,687

*1954 Building Demolition - \$858,180*

Breakdown of 1954 Building Demolition is as follows:

Pre-Design - \$61,708  
Schematic Design - \$115,176  
Design Development - \$181,763  
Construction Documents - \$270,977  
Permitting - \$36,359  
Bidding - \$24,617  
Construction Administration - \$167,580

*New Administration Building and Link Building Pre-Design - \$183,320*

*New Administration and Link Building – \$ 4,799,432*

Breakdown of New Administration and Link Building is as follows:

Schematic Design – \$1,074,823  
Design Development - \$1,162,575  
Construction Documents - \$1,699,614  
Permitting - \$159,807  
Bidding - \$120,954  
Construction Administration - \$581,658

*Site Work and Health Services Building Demolition - \$817,474*

Breakdown of Site Work and Health Services Building Demolition is as follows:

Schematic Design - \$147,578  
Design Development - \$193,729  
Construction Documents - \$265,753  
Permitting - \$39,712  
Bidding - \$33,609  
Construction Administration - \$137,093

*Reimbursable - \$137,000*

*Change Order #01 dated January 22, 2018 as executed on January 31, 2018 - \$120,700*

*Change Order #02 dated March 30, 2018 as executed on April 13, 2018 - \$232,423*

*Change Order #03 dated November 29, 2018 as executed on December 05, 2018 - \$26,712*

*Change Order #04 dated March 07, 2019 as executed on March 08, 2019 - \$261,577*

*County Contingency -- \$886,800*

County Contingency: As above, the Agreement includes a County Contingency in the amount of \$886,000. "County Contingency" means a fund to cover cost growth during the Project used at the discretion of County for County approved changes. The contingency shall be expended, if at all, in County's sole discretion upon execution of a valid written change order or contract amendment issued by Owner following receipt of a detailed cost proposal from Contractor. Unused County contingency shall inure 100% to County and a deductive change order shall be issued at termination of the Agreement reducing the Agreement amount by the amount of unused County Contingency.

*Any work pertaining to this contract or amendment thereto shall begin after receiving a fully executed Notice to Proceed from Project Development Unit.*

Travel Costs. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be followed:

- a. Reimbursable Expenses shall not include Local Travel, see below for definition.
- b. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by the Firm without mark-up.
- c. "Local Travel" means travel between Firm's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Firm's office or San Mateo County.

Reimbursement for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (San Mateo/Foster City/Belmont, California), as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'); airline and car rental travel expenses ("Air & Car Expenses") are limited to reasonable rates obtained through a cost-competitive travel service (for example, a travel or car-rental website), with air travel restricted to coach fares and car rental rates restricted to the mid-level size range or below; and certain other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. are reimbursable on an actual-cost basis without mark-up. If there are no air flights involved, rental cars and pay for rides, where allowed, are reimbursed at the GSA rate from the office or place of ride origin, whichever is less.

Payments. All payments will be invoiced at the end of each month, and due and payable to Contractor within thirty (30) days of receipt by County. Payments shall be based upon the percentage of work completed to date including materials stored and work performed on. County and Contractor shall agree to a "Schedule of Values" on which the relative percent complete will be determined.

Disputed Payments. If County disputes any invoice, or part thereof, or any supporting documentation related thereto, County shall approve full payment to Contractor less any portions of the Invoice amount in dispute. County shall further provide to Contractor a written explanation of the basis for the dispute and the amount being withheld related to the dispute, no later than the due date for such Invoice, and the dispute resolution provisions of Section 15 shall apply. If any amount disputed by County is finally determined to be due to Contractor, either by agreement between the Parties, which shall be reduced to a dated writing, or as a result of dispute resolution pursuant to Section 16, such amount shall be deemed approved by County and immediately due and payable

- 3. All other terms and conditions of the agreement between the County and Contractor shall remain in full force and effect.**

AMENDMENT THREE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
TAYLOR DESIGN

For Contractor:


  
\_\_\_\_\_  
Contractor Signature  
Kevin Hinrichs, Principal

11/22/2019  
\_\_\_\_\_  
Date

Taylor Design  
\_\_\_\_\_  
Contractor Name (please print)

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For County:

  
\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

12/9/19  
\_\_\_\_\_  
Date

Adam Ely  
\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

Director, Project Development Unit  
\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo