

AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE KPA GROUP

THIS AMENDMENT TO THE AGREEMENT, entered into this _____. 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The KPA Group, 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 for on-call architectural design services on October, 8, 2019; and

WHEREAS, by authority of Resolution No. 077031(c), the parties amended the Agreement on August 8, 2022 extending the term of the agreement to October 7, 2024; and

WHEREAS, by authority of Resolution No. 077031(c), the parties amended the Agreement on December 18, 2023 to increase the amount by \$25,000 for a new not to exceed amount of \$625,000; and

WHEREAS, by authority of Resolution No. 080159, the parties amended the Agreement on January 30, 2024 to increase the amount by \$300,000 for a new not to exceed amount of \$925,000; and

WHEREAS, the parties wish to amend the Agreement to allow the KPA Group, Inc. to continue architectural design services for the San Mateo Medical Center Elevator Project, Elections Registration Elevator Project, as well as other Capital Improvement Plan projects increasing the not to exceed amount by \$400,000 for a new not-to-exceed amount of \$1,325,000 and extending the term through October 7, 2026.

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

1. Section 2. Payments of the agreement is amended to read as follows:

In no event shall County's total fiscal obligation under this Agreement exceed **One Million Three Hundred Twenty Five Thousand Dollars and Zero Cents (\$1,325,000)**.

2. Section 3. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 8, 2019 through October 7, 2026.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. 09/19/2024).

KPA Staff Rate Sheet

4. All other terms and conditions of the agreement dated October 8, 2019, 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: The KPA Group

DocuSigned by: <i>Paul Powers</i> CF95F258447648B...	9/20/2024	Paul Powers
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

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:

THE KPA GROUP BILLING RATES

KPA RATES: 2024-2026

Proposed billing rates for The KPA Group are as follows:

Professional Rates	2024	2025	2026
Category	Rates	Rates	Rates
Principal	\$270	\$275	\$280
Project Manager	\$260	\$260	\$265
Registered Architect or Engineer	\$230	\$230	\$240
Designer/Technical Professional	\$205	\$205	\$210
CAD Technician	\$160	\$160	\$165
Administrative	\$100	\$100	\$110

Contractor shall comply with prevailing wage laws as determined by the Department of Industrial Relations.

Invoices shall be submitted to the Department of Public Works at the completion of service. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed \$1,325,000, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:
 County of San Mateo
 Department of Public Works
 Attn: Accounting Unit
 555 County Center, 5th Floor
 Redwood City, CA 94063
 Email: dpw_accounting@smcgov.org