

**AMENDMENT SIX TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VANIR CONSTRUCTION MANAGEMENT, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 23 day of January 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and VANIR CONSTRUCTION MANAGEMENT, 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 with Vanir Construction Management, INC. for on-call project management services on multiple construction projects in the amount not to exceed of \$2,016,944 on August 2017; and

WHEREAS, the parties amended the Agreement to increase the contract value by \$1,372,000 for a new not to exceed amount of \$3,388,944 on February 25, 2020; and

WHEREAS, the parties amended the Agreement to extend the term through February 28, 2023; and

WHEREAS, the parties amended the Agreement terms in Exhibit B "Fee Schedule and Terms, and B-1 "Rates" on February 9, 2021; and

WHEREAS, the parties amended the Agreement to increase the contract value by \$1,080,000 for a new not to exceed amount of \$4,468,944 on August 2, 2022; and

WHEREAS, the parties amended the Agreement to extend the term through February 28, 2025; and

WHEREAS, the parties amended the Agreement terms in Exhibit B "Fee Schedule and Terms" and B-1 "Rates" on August 2, 2022;

WHEREAS, the parties amended the Agreement terms in B-1 "Rates on October 12, 2022; and

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

WHEREAS, the parties wish to amend the Agreement increasing the maximum fiscal obligation to the agreement with VANIR by \$1,000,000 for the continued construction project management support of multiple capital projects, San Mateo Medical Center Renovation, Navigation Center, South San Francisco Wellness Center, Pescadero Fire Station and La Honda Fire Station and will follow the previously approved fee schedule as shown in Exhibit B..

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 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 FIVE MILLION FOUR HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED NINTY-FOUR DOLLARS (\$5,468,994). In the event that the County makes any advanced 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. **All other terms and conditions of the agreement dated 03/01/2017, between the County and Contractor shall remain in full force and effect.**



Construction Management, Inc.

Team Rates

County of San Mateo Project Development Unit

* Vanir did not escalate rates in 2022

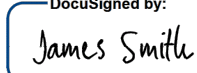
POSITIONS	HOURLY RATES			
	2021	2022*	2023	2024
Project Executive	\$228	\$228	\$235	\$242
Senior Project Manager	\$193	\$193	\$199	\$205
Assistant Project Manager	\$113	\$113	\$116	\$119
Senior Project Engineer	\$105	\$105	\$108	\$111
Senior Project Engineer I		\$120	\$124	\$128
Senior Project Engineer II		\$135	\$139	\$143
Project Engineer	\$98	\$98	\$101	\$104
Documents Controls Specialist	\$103	\$103	\$106	\$109
Scheduler	\$160	\$160	\$165	\$170
Estimator	\$160	\$160	\$165	\$170

Notes:

1. Proposed billing rates include a 3% escalation factor rounded to the nearest whole dollar. Vanir will request a rate increase by submitting a proposal to PDU 30 days before it is to take effect. The maximum increase would be 3% however the increase approved by PDU may be less depending upon market conditions.
2. Rates assume that the County of San Mateo or the Project Development Unit will provide office space and associated equipment and supplies for Vanir personnel (furniture, office supplies, printers, internet connectivity, project management software, etc.). Vanir will provide computers and mobile phones.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Vanir Construction Management INC.

<small>DocuSigned by:</small>  <small>40BC1802095143F...</small>	<small>Dec-21-2023 08:13 PST</small>	<small>James Smith</small>
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