

**AMENDMENT TEN TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COBALT CONSULTING GROUP LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 3rd day of April 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Cobalt Consulting Group LLC 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 Professional Project Management and Consulting Services on 1/1/2019, in the amount not to exceed of \$99,000; and

WHEREAS, the parties under amendment R076530 increased the maximum fiscal obligation to the agreement by \$600,000 for a new not to exceed amount of \$699,000 and extended the agreement term to 12/31/2021; and

WHEREAS, the parties under amendment R077864 increased the maximum fiscal obligation to the agreement by \$1,500,000 for a new not to exceed amount of \$2,199,000 and extended the contract term date to 12/31/2024; and

WHEREAS, the parties under amendment R078807 agreed to provide additional Project Management and Consulting Services for multiple Capital Projects under way, and increased the maximum fiscal obligation by \$5,000,000 for a new not to exceed amount of \$7,199,000; and

WHEREAS, the parties agreed to further amend the agreement to recognize the assignment of the DBDG contract 84700-19-D015 and all amendments thereto to Cobalt as of April 1, 2022, such assignment having been authorized by County per assignment approval letter dated March 30, 2022 and resolution 078807; and

WHEREAS, the parties agreed to amend the Agreement to the terms in Exhibit B “Updated Fee Schedule and Basis of Charges” effective August 1, 2022; and

WHEREAS, the parties wish to amend the Agreement to add the rate and position of a Senior Project Lead to Exhibit B “Cobalt Billing Rates” effective February 1, 2023.

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 amended the agreement increasing the maximum fiscal obligation to the agreement with COBALT by \$1,000,000 for the continued construction project management support of multiple capital projects, Medical Center Renovation, completion of County Office Building 3 in spring 2024, South San Francisco Wellness Center, and Cordilleras Mental Health Facility; and

WHEREAS, the parties wish to amend the agreement increasing the maximum fiscal obligation to the agreement with COBAL by \$1,650,000 for close out construction project management support of COB3 thru December 2024, continued project management support for Medical Center Campus Renovation Project and construction of the new South San Francisco Wellness Center; and

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

1. Contract Section 3, page 1

Payments

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 the 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 Nine Million Eight Hundred Forty-Nine dollars (\$9,849,000)*. 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.

Exhibit B Billing Rates are stable through December 2024 per Amendment 9 & 11 executed August 30, 2022 and December 12, 2023.

Maximum allowable billable hours for Cobalt Team:

Cobalt's Services Project Timeline

MAXIMUM HOURS PER MONTH

2024														
COB3	April	May	June	July	August	September	October	November	December	January	February	March	April	
Daniel Griffiths	156.0	156.0	132.0	156.0	156.0	140.0	64.4	50.4	58.8	0.0				
David Nielsen	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	0.0				
Luke Davis	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	0.0				
Laura Gray	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0				
Amy Allen	88.0	88.0	76.0	88.0	88.0	0.0	0.0	0.0	0.0	0.0				
Total Monthly Hours	641.0	641.0	551.0	641.0	641.0	501.0	479.4	375.4	437.8	1.0				
SMMC	April	May	June	July	August	September	October	November	December	January	February	March	April	
Daniel Griffiths	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Mike Coles	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	189.0	171.0	189.0	198.0	
Laura Gray	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Amy Allen	88.0	88.0	76.0	88.0	88.0	80.0	92.0	72.0	84.0	0.0	0.0	0.0	0.0	
Total Monthly Hours	287.0	287.0	248.0	287.0	287.0	261.0	300.0	235.0	274.0	190.0	172.0	190.0	199.0	
SSF	April	May	June	July	August	September	October	November	December	January	February	March	April	
Daniel Griffiths	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	
Laura Gray	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Dan Nielsen	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	189.0	171.0	189.0	198.0	
Total Monthly Hours	219.0	219.0	192.0	219.0	219.0	201.0	228.0	183.0	210.0	210.0	192.0	210.0	219.0	
Daniel Griffiths	176.0	176.0	152.0	176.0	176.0	160.0	84.4	70.4	78.8	20.0	20.0	20.0	20.0	
David Nielsen	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	0.0	0.0	0.0	0.0	
Luke Davis	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	0.0	0.0	0.0	0.0	
Laura Gray	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	2.0	2.0	
Amy Allen	176.0	176.0	152.0	176.0	176.0	80.0	92.0	72.0	84.0	0.0	0.0	0.0	0.0	
Mike Coles	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	189.0	171.0	189.0	198.0	
Dan Nielsen	198.0	198.0	171.0	198.0	198.0	180.0	207.0	162.0	189.0	189.0	171.0	189.0	198.0	
# of Workdays/ Month	22	22	19	22	22	20	23	18	21	21	19	21	22	
										COB3 Completed				

Staff	# Hours / Week	for calc only
Daniel Griffiths	40.00	8 20 hours/ month for SSF, the rest COB3; drops in Oct
David Nielsen	45.00	9
Luke Davis	45.00	9
Amy Allen	40.00	8
Mike Coles	45.00	9
Dan Nielsen	45.00	9
Laura Gray	1 hr per project per month	

2. All other terms and conditions of the agreement dated 1/1/2019, 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: Cobalt Consulting Group LLC

DocuSigned by: <i>Daniel Griffith</i>	May-30-2024 17:06 PDT	Daniel Griffith
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Contractor Signature	Date	Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:  Resolution No. 080407
 President, Board of Supervisors, San Mateo County

Date: June 11, 2024

ATTEST:


 By:
 Clerk of Said Board