



## County of San Mateo

### Contract Amendment Coversheet and Contract Amendment for <\$200K

<b>CONTRACT SUMMARY</b>		
<b>Contract No:</b>	<b>Contractor Name:</b>	<b>Amendment No:</b>
84700-19-D015	DESIGN BUILD DEVELOPMENT GROUP, INC.	05

<b>THE AGREEMENT HAS CHANGED AS FOLLOWS:</b>			
<b>Agreement Amount</b>			
<b>Original Amount:</b>	\$ 99,000		
<b>Amendment 1 Amount:</b>	\$ 699,000		
<b>Amendment 2 Amount:</b>	NO CHANGE		
<b>Amendment 3 Amount:</b>	\$ 2,199,000		
<b>Amendment 4 Amount:</b>	NO CHANGE		
<b>Current Amount:</b>	<b>Addition or Reduction:</b>	<b>New Total:</b>	
\$ 2,199,000	NO CHANGE	\$ 2,199,000	
<b>Agreement Term</b>			
<b>Original Start Date:</b>		<b>Original End Term:</b>	
Amendment 1 Start Date:	1/1/2019	Amendment 1 End Date:	12/31/2021
Amendment 2 Start Date:	NO CHANGE	Amendment 2 End Date:	NO CHANGE
Amendment 3 Start Date:	NO CHANGE	Amendment 3 End Date:	NO CHANGE
Amendment 4 Start Date:	NO CHANGE	Amendment 4 End Date:	12/31/2024
Amendment 5 Start Date:	NO CHANGE	Amendment 5 End Date:	NO CHANGE

Paragraph Changes:

EXHIBIT B

**AMENDMENT FOUR TO AGREEMENT 19D015  
BETWEEN THE COUNTY OF SAN MATEO AND  
DESIGN BUILD DEVELOPMENT GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 8<sup>th</sup> day of December 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Design Build Development Group, 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 for Project Management services on January 1, 2019; and

WHEREAS, the parties wish to amend the Agreement to Exhibit B (Dated 2/24/21).

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

1. Exhibit B (Dated 2/24/21) is hereby replaced with the following:

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:

In no event shall this agreement exceed **\$2,199,000**. Hourly rates for Contract are as follows:

DBDG Billing Rates	
<b>PROJECT EXECUTIVE</b>	
<b>PERIOD</b>	<b>BILLING RATE</b>
December 1-December 31, 2021	\$185.00 per hour
January 1-December 31, 2022	\$190.55 per hour
January 1-December 31, 2023	\$196.27 per hour
January 1-December 31, 2024	\$202.16 per hour
January 1-December 31, 2025	\$208.22 per hour
<b>SENIOR PROJECT MANAGER</b>	
<b>PERIOD</b>	<b>BILLING RATE</b>
January 1-December 31, 2022	\$163.77 per hour
January 1-December 31, 2023	\$168.68 per hour
January 1-December 31, 2024	\$173.74 per hour
January 1-December 31, 2025	\$178.95 per hour
<b>PROJECT MANAGER</b>	
<b>PERIOD</b>	<b>BILLING RATE</b>
January 1-December 31, 2022	\$143.17 per hour
January 1-December 31, 2023	\$147.46 per hour
January 1-December 31, 2024	\$151.88 per hour
January 1-December 31, 2025	\$156.44 per hour
<b>ASSISTANT PROJECT MANAGER</b>	
<b>PERIOD</b>	<b>BILLING RATE</b>
January 1-December 31, 2022	\$103.00 per hour
January 1-December 31, 2023	\$106.09 per hour
January 1-December 31, 2024	\$109.27 per hour
January 1-December 31, 2025	\$112.55 per hour

Work shall be done on a Time and Materials basis. Contractor shall issue separate invoices for each different project. Contractor will invoice County for services provided with detail on dates, hours worked, and a description of work provided by project. Invoices shall be submitted on a monthly basis. Payment by the County shall be made within thirty days of receipt and acceptance.

### **Reimbursables**

Contractor may bill at cost for reimbursement of eligible work-related expenses with receipt. All reimbursable services shall require advanced authorization, in writing. All reimbursables are on an actual-cost basis without mark-up. When invoicing for reimbursable costs, detailed backup shall be provided to the County, including detailed material or equipment fees, receipts, hourly rates, time spent on tasks and a description of the task (“Detailed Backup”).

## **Travel**

Travel time shall not be included in the billable hours. There are some general guidelines regarding reimbursement rates that will apply. In general, the following restrictions should be kept in mind:

- 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, CA), 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.

- 4. All other terms and conditions of the agreement dated 1/1/19, 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: Design Build Development Group, Inc.**

DocuSigned by: <i>Daniel Griffiths</i> 577818981126446...	09-Dec-2021   06:26 PST	Daniel Griffiths
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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**For County:**

DocuSigned by: <i>Adam Ely</i> FD780FA8B4444C9...	09-Dec-2021   08:05 PST	Adam Ely
_____ Purchasing Agent Signature County of San Mateo (Department Head of Authorized Designee)	_____ Date	_____ Purchasing Agent Name (please print) County of San Mateo (Department Head of Authorized Designee)